

ORIGINAL

BEFORE THE
FEDERAL MARITIME COMMISSION

Informal Docket No. 1954(I)

FILED

AUG 3 - 2016

BRIDGEWATER LANDING INC. (USA)

Federal Maritime Commission
Office of the Secretary

COMPLAINANT

v.

MOL SHIPPING LINES

RESPONDENT

ANSWER OF RESPONDENT MITSUI O.S.K. LINES, LTD. TO COMPLAINT

Respondent, Mitsui O.S.K. Lines, Ltd. ("MOL"), acting in the United States by and through its general agent, MOL (America) Inc., and incorrectly named in this proceeding as "MOL Shipping Lines," answers the Complaint of Bridgewater Landing Inc. (USA), as follows:

Preliminary Statement

MOL attaches hereto at MOL-072 a copy of an unrelated petition that, on or about August 5, 2014, was filed with the Federal Maritime Commission in the matter of LCL Logistix (India) Pvt. Ltd., FMC No. 14-11. A line-by-line comparison of the petition to the Complaint in this case indicates that, without any attribution whatsoever, the author of the Complaint simply copied, virtually verbatim, the majority of the petition. Although some of the more obvious facts, such as the names of the parties, the ports, the dates, etc., have been substituted, the author of the

Complaint in this case has actually gone so far as to take some of the facts summarized in the petition and use them in the Complaint.

Attached at MOL-086 is a summary of factual inconsistencies that have resulted from the Complainant having copied the referenced petition. MOL includes in its affirmative defenses below a summary of the important facts of this case, supported by the Exhibits that are attached hereto and made a part hereof.

Answer to the Allegations of the Complaint

With reference to the headings set forth in the Complaint, MOL answers the allegations of the Complaint as follows:

I. "Summary of Complaint"

MOL admits that it has commenced an action against the Complainant in the Superior Court of New Jersey, Middlesex County, Docket No. 2082-16, seeking unpaid detention, demurrage and related charges exceeding \$114,212.28; MOL denies that its claim for such charges was asserted more than three years after they accrued; MOL denies that "the parties with an interest in the goods [officially] abandoned the cargo"; MOL denies that the cargo interests "attempted to provide assistance to MOL to [dispose of the cargo]"; MOL denies the charges in question accrued through any fault of its own; MOL denies the remaining allegations in the Summary of Complaint.

II. "Statement of Facts"

1. MOL admits that the Complainant tendered to MOL a shipment said to contain goods in a 45 foot container to be transported from Atlanta, Georgia to Xingang, China, pursuant

to the terms and conditions of the MOL waybill identified in Exhibit 1 to the Complaint, in consideration of freight charges thereupon paid or agreed to be paid; MOL denies that the shipment was received at origin on January 18, 2013; MOL denies the shipment arrived Xingang on March 21, 2013; MOL denies the remaining allegations of paragraph II(1).

2. MOL denies knowledge or information sufficient to form a belief as to the existence of a “telex release” and therefore denies the same; MOL denies the document attached as Exhibit 1 to the Complaint is a “telex release.”
3. MOL admits the authenticity of Exhibits 2, 3A, 4, 5 and 6, which documents speak for themselves; except as admitted, MOL denies knowledge or information sufficient to form a belief as to the remaining allegations of paragraph II(3), and therefore denies the same.
4. MOL admits the authenticity of Exhibit 7 but denies that the Complainant has quoted the same accurately in paragraph II(4).
5. MOL admits the allegations in paragraph II(5), and MOL admits the authenticity of Exhibit 8.
6. MOL denies knowledge or information sufficient to form a belief as to the first sentence of paragraph II(6) and therefore denies the same; MOL denies that the Complainant “received no further response from MOL until a letter of August 10, 2015...”; MOL denies the remaining allegations of paragraph II(6).

6A MOL admits that the consignee identified in MOL’s letter of August 10, 2015, “Tianjin Teda Hai Jie Logistics Co., Ltd.,” was named in error in said letter; MOL denies the remaining allegations of paragraph II.6.A.

6B MOL is without knowledge or information sufficient to form a belief as to the truth

of the allegations of paragraph II.6.B, and therefore denies the same.

6C MOL denies the allegation of paragraph II.6.C.

6D MOL denies the allegation of paragraph II.6.D.

6E MOL denies the allegation of paragraph II.6.E.

7. MOL admits that, on April 4, 2016, MOL commenced an action against the Complainant in the Superior Court of New Jersey, Middlesex County, Docket No. 2082-16, to recover outstanding charges in excess of \$114,212.28, for detention, re-export costs, disposal costs, ocean freight and attorneys' fees in connection with the subject shipment; MOL denies the remaining allegations of paragraph 7.

"The Controversy"

MOL denies that it failed to mitigate its damages in that it was MOL, without any assistance from the Complainant, that arranged (a) for the cargo to be removed from the container, and (b) for the disposal of the cargo; MOL denies that its attempt to enforce the terms of its service contract with the Complainant and to collect the amounts due thereunder constitutes an unreasonable practice; MOL denies that the facts of this case present questions requiring the experience and expertise of the Federal Maritime Commission to answer under the doctrine of primary jurisdiction. *See, General Electric Company v. M/V NEDLLOYD*, 817 F.2d 1022, 1987 AMC 1817 (2d Cir. 1987); MOL denies the remaining allegations of this section.

“MOL’s Unjust and Unreasonable Practices”

MOL denies that it committed any unjust or unreasonable practice in this case. The dialogue set forth in the e-mail communications between MOL and the Complainant (see Exhibits 2, 3, 3A, 4, 5, 6, 7 and 8 attached to the Complaint) clearly shows that (a) the named consignee did not pick up the container, (b) MOL was unable to contact the consignee in that the phone number that MOL had been given was out of service, (c) the Complainant said it was trying to contact the consignee, (d) MOL repeatedly asked the Complainant to contact the consignee in an effort to get it to pick up the shipment, (e) the Complainant reported that, due to the “Green Fence” policies in China, the cargo was not expected to clear Customs, and the Complainant was trying to find a new buyer in Hong Kong, and (f) MOL advised the Complainant that MOL did not have operational rights to carry the cargo from Xingang to Hong Kong. Moreover, as appears in MOL’s affirmative defenses below, the Complainant in this case refused to abandon the cargo to MOL. MOL denies the remaining allegations of this section.

“The Filed Rate Doctrine Does Not Excuse MOL’s Actions”

MOL repeats its above response to allegations that it acted in an unjust or unreasonable manner; MOL denies that the amounts it seeks to collect in the case pending in New Jersey are exorbitant or out of proportion to its legitimate damages; MOL denies that at any time relevant its tariff contained no applicable provisions regarding detention charges in China; MOL admits that the Shipping Act prohibits carriers from providing services that are not in accordance with [its] tariff, but denies that MOL did so in this case; MOL denies the remaining allegations of this section.

“MOL’s Attempt to Collect Penal Detention Charges Is Also an Unjust and Unreasonable Practice”

MOL repeats its above response to allegations that it acted in an unjust or unreasonable manner; MOL denies that Exhibit 10 to the Complaint identifies the tariff provisions at issue; MOL denies that the shipper and/or the consignee were prevented from taking any action to claim or dispose of the cargo; MOL denies that it sought or is seeking damages that are penal in nature; MOL denies the remaining allegations of this section.

Affirmative Defenses

1. On April 4, 2016, MOL commenced an action against the Complainant in the Superior Court of New Jersey, Middlesex County, to recover outstanding charges for detention, re-export costs, disposal costs and associated ocean freight charges in connection with a shipment of plastic scrap that MOL carried from Atlanta, Georgia to Xingang, China, under waybill no. MOLU26005510205, dated January 19, 2013. A copy of the face side of the waybill is attached hereto, together with the terms and conditions that appeared on the reverse side of the waybill. See MOL-001 – MOL-002. Also attached is a copy of the terms and conditions of MOL’s bill of lading, which were incorporated in the waybill. See MOL-003 – MOL-013.
2. The waybill was issued, and the carriage was performed, in accordance with a service contract between the parties, a copy of the pertinent portions of which are attached hereto as MOL-014 – MOL-022. With regard to free time, detention and demurrage, the service contract provides on page MOL-022 as follows:

Free Time, Demurrage and Detention

Free Time, Demurrage and Detention charges applicable to containers shipped under this Contract shall be the Free Time, Demurrage and Detention provisions published in MOL's governing tariff(s).

Exception:

a) Equipment Free Time at destination, shall be 14 calendar days. In the event the free time set forth expires, detention charges shall apply per the governing tariff.

3. MOL's relevant tariff provisions that were in effect at the time the cargo was received for shipment are attached as MOL-023 – MOL-024. They provide that, following the expiration of free time, detention charges are due in accordance with the local terminal tariff in China. A copy of the applicable provision of the local terminal tariff in China is attached as MOL-025.
4. The consignee failed to pick up the cargo at destination. The Complainant alleges that this problem may have been due to the "Green Fence" policy in China, and the fear that the cargo would not clear Customs. Photographs MOL subsequently obtained of the shipment appear to indicate that this fear was well-founded, given the appearance of the cargo, which was photographed prior to its disposal. See MOL-026 – MOL-031. In any event, the cargo sat for an inordinate amount of time.
5. MOL is pursuing a simple breach of contract claim against the Complainant in the State Court of New Jersey. Such is an appropriate forum in that (a) the parties agreed in the service contract, at MOL-018 through MOL-019, that "MOL may bring an action for unpaid freight or charges due for transportation services performed for Shipper in any

court of competent jurisdiction,” (b) as a matter of law, “Demurrage charges for leaving the containers on the pier in [China], post-discharge detention charges, and ground rent charges are regarded as an extension of the ocean freight charges for which the shipper is liable,” *Kerr Steamship Company Inc. v. Petroco*, 1991 AMC 2193, 2195 (S.D.N.Y. 1991), citing *Ocean Transport Line v. American Philippine Fiber Industries*, 743 F.2d 85, 92 (2d Cir. 1984) and *Gulf Puerto Rico Lines v. Associated Food Co.*, 366 F. Supp. 631, 635 (D.P.R. 1973), and (c) both MOL and the Complainant have places of business in New Jersey. Given the decision of the Federal Maritime Commission in *Cargo One, Inc. v. Cosco Container Lines Company*, FMC No. 99-24 (Oct. 31, 2000), the Complaint in this case should be dismissed.

6. The Shipper attempts to avoid all responsibility for the failure of the consignee to pick up the cargo at destination, cargo that MOL had carried to China in accordance with the terms of the service contract between the parties. “The Supreme Court has explained that, ‘[o]rdinarily, the person from whom the goods are received for shipment assumes the obligation to pay the freight charges, and his obligation is ordinarily a primary one.’” *Mediterranean Shipping Co. v. Best Tire Recycling, Inc.*, 2015 AMC 2828, 2833 (D.P.R. 2015), citing *Louisville & N.R. Co. v. Central Iron & Coal*, 265 U.S. 59, 67 (1924), holding shipper liable for unpaid freight, demurrage and storage charges incurred at destination, following the consignee’s failure to take delivery.
7. “Plaintiff may recover damages for all demurrage charges incurred between the expiration of ‘free time’ for each container and the date on which the cargo was officially

abandoned by Defendant.” *CMA CGN S.A. v. Deckwell Sky (USA) Inc.*, 2015 AMC 1692, 1702 (E.D. Va. 2015) (emphasis added). In this case, there was no official abandonment of the cargo. The Complainant blames MOL for this development—by alleging that MOL did not demand that the Complainant issue a declaration of abandonment. This is an attempt by the Complainant to shift responsibility to MOL, and it is completely inaccurate—see MOL-032.

8. On page 1 of its Complaint, the Complainant alleges, falsely, that MOL waited more than three years after the alleged abandonment to file claim. In paragraph 5 of its Complaint, after summarizing some of the communications between itself and MOL, the Complainant states that it heard nothing from MOL between May 29, 2013 and August 10, 2015. The following is a summary of some of the written communications that are known to have taken place during this time frame, all of which refute the allegations of the Complaint:

- May 29, 2013: Email from MOL to Complainant advising MOL was legally prohibited from transporting the subject shipment from China to Hong Kong, and suggesting that the container be stripped as soon as possible. MOL-035.
- May 30, 2013: Email from MOL to Complainant confirming the subject shipment could be transported to Hong Kong via Busan, and quoting the ocean freight for same. MOL-040.
- May 31, 2013: Email from MOL to Complainant confirming the ocean freight charge and advising costs related to demurrage. MOL-045.
- June 5, 2013: Email from MOL to Complainant confirming charge for detention. MOL-050.

- July 2, 2013: Email from MOL to Complainant responding to Complainant's inquiry of July 1, 2013 concerning the allotted free time for detention for nine bills of lading (including the one at issue). MOL-057.
 - July 2, 2013: Email from MOL to Complainant responding to Complainant's request of the same date for an extension of the 14 days free time for detention. MOL-057.
 - July 31, 2013: Email from MOL to Complainant declining the request for additional free time. MOL-056.
 - September 30, 2013: Email from MOL to Complainant advising the consignee could not be contacted and requesting assistance. MOL-059.
 - January 14, 2014: Email from MOL to Complainant recapping the situation and requesting a letter of abandonment in order for MOL to dispose of the cargo. MOL-062.
 - January 23, 2014: Email from MOL to Complainant asking for a response. MOL-065.
 - February 13, 2014: Email from MOL to Complainant responding to Complainant's message of February 3, 2014 contending that it "CAN NOT give an abandonment letter for the material as it was sold and released to the consignee at that point," and requesting Complainant to provide MOL with a copy of the sales contract necessary to take legal action against the consignee in China. MOL-068.
9. MOL was eventually able to make arrangements for the shipment to be moved to Hong Kong, where arrangements for its disposal were made. Not until April 3, 2015, did MOL regain the use of its container. Detention charges accrued up until that time. The Complainant continues to refuse to pay any of these charges, and as a result, MOL filed suit in New Jersey approximately twelve months after all of the charges had accrued, well within the applicable period of limitations. By law, the time within which a Carrier may collect outstanding freight charges—including post-discharge detention charges—from the shipper is governed by the doctrine of laches. *Mediterranean Shipping Company, (USA) Inc. v. International Freight Services, Inc.*, 2014 AMC 1442, 1444 (SDNY 2014).

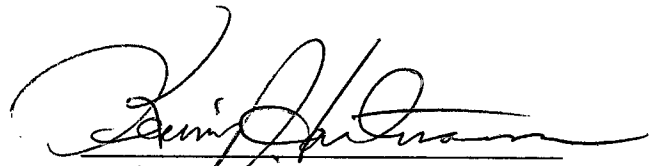
Where "claims are prescribed by tariffs, which are regulated by the Shipping Act of 1984," a three-year statute of limitation is the standard. *Id.*

10. On page 1 of its Complaint, the Complainant requests the Commission to "vacate a demand for detention charges...and terminate [the] controversy...." Any such request should be addressed to the Superior Court of New Jersey, where the action in question is pending.

WHEREFORE, Respondent MOL respectfully requests that:

- a. the Complaint be dismissed in its entirety; and
- b. the Federal Maritime Commission grant such other, further or different relief as is just and proper in the circumstances.

Dated: Woodbridge, New Jersey
August 1, 2016



Kevin J. Hartmann
Hae Woen Grace Bae
MOL (America) Inc.
10 Woodbridge Center Drive, Suite 900
Woodbridge, NJ 07095
Tel: (732) 512-5200
Fax: (732) 512-5290

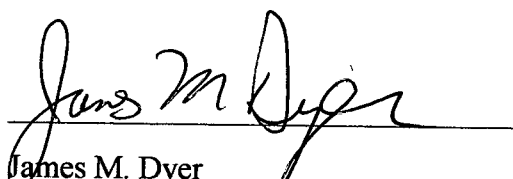
*Attorneys for Respondent
Mitsui O.S.K. Lines, Ltd.*

VERIFICATION

I declare that I am Senior Vice President of MOL (America) Inc., the general agent of Respondent, Mitsui O.S.K. Lines, Ltd., and that the foregoing Answer is true to the best of my information and belief; and that the grounds of my belief as to all matters not upon my own personal knowledge is information and records within the possession, custody or control of the Respondent.

I verify under penalty of perjury that the foregoing is true and correct.

August 1, 2016

A handwritten signature in black ink, appearing to read "James M. Dyer", is written over a horizontal line.

James M. Dyer
MOL (America) Inc.
10 Woodbridge Center Drive, Suite 900
Woodbridge, NJ 07095

**BEFORE THE
FEDERAL MARITIME COMMISSION**

Informal Docket No. 1954(I)

BRIDGEWATER LANDING INC.

v.

MOL SHIPPING LINES

RESPONDENT'S VERIFICATION

Respondent, Mitsui O.S.K. Lines, Ltd., incorrectly named in this proceeding as "MOL Shipping Lines," does not authorize the Small Claims Officer to determine the above-numbered claim in accordance with subpart S (46 CFR 502) of the Commission's informal procedure for adjudication of small claims subject to discretionary Commission Review.

I verify under penalty of perjury that the foregoing is true and correct.

Dated: Woodbridge, New Jersey
August 1, 2016

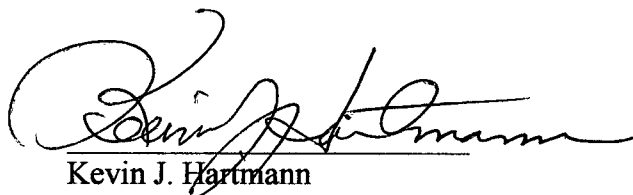

James M. Dyer
Senior Vice President
MOL (America) Inc.
10 Woodbridge Center Drive, Suite 900
Woodbridge, NJ 07095
Tel: (732) 512-5200

Certificate of Service

I hereby certify that I have this 1st day of August, 2016, served a copy of the foregoing Answer upon the following by courier and by e-mail:

Secretary
Federal Maritime Commission
800 N. Capitol Street, NW.
Washington, DC 20573-0001
(secretary@fmc.gov)

Jack Chiang
Taylors Resources Inc. d/b/a Bridgewater Landing Inc.
51 Cragwood Road, Suite 301
South Plainfield, NJ 07080
(bridgewater1919@yahoo.com)



Kevin J. Hartmann

MOL EXHIBIT INDEX

	Description	Bates No.
1	MOL Waybill No. MOLU26005510205	MOL-001
2	MOL Waybill Reverse Side Terms and Conditions	MOL-002
3	MOL Combined Transport Bills of Lading Terms and Conditions	MOL-003 – MOL-013
4	Service Contract No. US00001RR	MOL-014 – MOL-022
5	MOL Tariff No. 154 Rule 021.L	MOL-023 – MOL-024
6	MOL Central & North China Tariff	MOL-025
7	Cargo Photos	MOL-026 – MOL-031
8	Email from Complainant to MOL dated February 3, 2014	MOL-032
9	Email from MOL to Complainant dated May 29, 2013	MOL-035
10	Email from MOL to Complainant dated May 30, 2013	MOL-040
11	Email from MOL to Complainant dated May 31, 2013	MOL-045
12	Email from MOL to Complainant dated June 5, 2013	MOL-050
13	Emails from MOL to Complainant dated July 2, 2013	MOL-057
14	Email from MOL to Complainant dated July 31, 2013	MOL-056
15	Email from MOL to Complainant dated September 30, 2013	MOL-059
16	Email from MOL to Complainant dated January 14, 2014	MOL-062
17	Email from MOL to Complainant dated January 23, 2014	MOL-065
18	Email from MOL to Complainant dated February 13, 2014	MOL-068
19	Petition of LCL Logistix (India) Pvt. Ltd. dba LCL Lines (“LCL”) for a Declaratory Order (FMC 2014); FMC Docket No. 14-11	MOL-072 – MOL-085
20	Summary of the Factual Inaccuracies Contained in the Complaint	MOL-086 – MOL-088

Shipper/Exporter

BRIDGEWATER LANDING INC.
700 FENNELL DRIVE
RESACA, GA 30735

Booking No.

26005395441-A

Waybill No.

MOLU26005510205

Export References

REFERENCE NO.: 12135-1

Consignee

TIANJIN SHANHAI JIAFU COMMERCIAL TRADE CO., LTD.
ROOM 301, NO 1, BUILDING C, DISTRICT 1,
JIN BIN JIE ZUO, 4TH AVE TEDA
TIANJIN, CHINA 300457
TEL: 022-59851558 FAX: 022-59851560

Forwarding Agent

Declared Value subject to terms and conditions noted on overleaf.
Shipper's Declared Value USD:

Notify Party

SAME AS CONSIGNEE

Also Notify -- Export Instructions (For Merchant's Reference only)
THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE
EXPORTED FROM THE UNITED STATES IN ACCORDANCE
WITH THE EXPORT ADMINISTRATION REGULATION,
DIVERSION CONTRARY TO U.S. LAW PROHIBITED.

Pre-Carriage By
Place of Receipt

ATLANTA, GA - CY

Ocean Vessel/Voy. No. 045E
MOL PARAMOUNT

Port of Loading

JACKSONVILLE, FL

Point and Country of Origin of Goods (For Merchant's Reference only)
UNITED STATES

Port of Discharge
XINGANG

Place of Delivery
XINGANG - CY

Loading Pier Terminal

JACKSONVILLE - TRAPAC TERMINAL

Final Destination for Merchant's Reference

Container No. ; Seal No. ; Marks & Nos.	No. of Containers or Packages	HM	Type or Kind of Containers or Packages - Description of Goods	Gross Weight	Measurement
MOEU0108835/3114896/C5			SED Not Required-AES(#X20130115017041) FREIGHT PREPAID. SHIPPER'S LOAD AND COUNT. 1 X 45' HIGH CUBE CONTAINER SAID TO CONTAIN: 32 PIECES PLASTIC SCRAPS 14 DAYS DETENTION FREE IN XINGANG	39660.000LB 17990.000KG	2295.453 F3 65.000 M3

"NOTWITHSTANDING ANY PROVISIONS OVERLEAF IN RELATION TO GENERAL AVERAGE, THE CARRIER IS AT ITS DISCRETION ENTITLED TO STIPULATE WHICH VERSION OF THE YORK ANTWERP RULES BEING EITHER THOSE OF 1974 AS AMENDED IN 1990, OR 1994 OR 2004 WILL APPLY TO THE ADJUSTMENT OF SUCH GENERAL AVERAGE"

*Total number of Containers or other packages or units received by the Carrier (in words): ONE CONTAINER

Code	Tariff Item	Basis	Freighted As	Curr.	Rate	Per	Prepaid	Collect
OFR	US00001RR	45	1.000 45	USD	1000.00000	45	1000.00	
BUNKER		45	1.000 45	USD	172.00000	45	172.00	
DOCUMENT		PB	1.000 BL	CNY	400.00000	BL		400.00
MSL		45	1.000 45	USD	10.00000	45	10.00	
DOCUMENT		PB	1.000 BL	USD	50.00000	BL	50.00	
CHASSIS-O		45	1.000 45	USD	60.00000	45	60.00	
LADEN ON BOARD THE VESSEL 01-19-2013							USD 1292.00	CNY 400.00
NEW YORK 01-19-2013							NEW YORK	XINGANG

RECEIVED in apparent external good order and condition except as otherwise noted the total number of Containers or other packages or units enumerated above(*) for transportation from the Place of Receipt to the Place of Delivery subject to the terms and conditions on the face and back hereof and delivery there to the Consignee on production of proof of identity.
IN WITNESS WHEREOF, the undersigned, on behalf of Mitsui O.S.K. Lines Ltd., as the Carrier, has signed the number of Waybill(s) stated above, all of tenor and date.
This Waybill is not to be construed as a Bill of Lading or as any other similar document of title as referred in the International Carriage of Goods by Sea Act of Japan, 1957 as amended 1992 or any other foreign legislation of a nature similar to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on August 25, 1924 or the amendments by the Protocol signed at Brussels on February 23, 1968 or the amendments by the Protocol signed at Brussels on December 21, 1979.
(The terms and conditions of Waybill continued on the back hereof.)

Mitsui O.S.K. Lines, Ltd., as Carrier

By MOL (AMERICA) INC.

As Agents

MOL-001

Particulars furnished by shipper

Unless otherwise set out on the face and back hereof, the Goods shall be carried subject to:

- (i) the terms and conditions provided for in the Carrier's applicable Bill of Lading, and the terms and conditions of the Carrier's applicable tariff, both of which are available at the Carrier's offices or at those of his authorized agents and every reference therein to the words "Bill(s) of Lading" shall be read and construed as a reference to the words "non-negotiable Waybill(s)" and the terms and conditions thereof shall be read and construed accordingly; and
- (ii) the CMI Uniform Rules for Sea Waybills ("the Rules") excluding only Rule 4 (iii), which are available at the Carrier's offices or at those of his authorized agents.

In the event of any inconsistency between the terms and conditions mentioned under (i) above or otherwise set out in this Waybill and the Rules, then the terms and conditions mentioned under (i) above or otherwise set out in this Waybill shall prevail.

In accepting this Waybill, the Shipper both on his own behalf and on behalf of the Consignee and the owners of the Goods, agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back of this Waybill and the applicable Bill of Lading or tariff, as referred to above, whether written, typed, stamped or printed, as fully as if signed by the Shipper, the Consignee or the owners of the Goods, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements for and/or in connection with the Carriage of the Goods are superseded by this Waybill.

If the value of the Goods exceeds the limits provided under this Waybill and that value has been inserted in the declared value box overleaf, and, if applicable, the ad valorem freight has been paid, then the limit of liability shall be the amount so declared in the declared value box. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Combined Transport Bills of Lading

RECEIVED in apparent external good order and condition except as otherwise noted the total number of Containers or other packages or units enumerated below(*) for transportation from the Place of Receipt to the Place of Delivery subject to the terms hereof.

One of the original Bills of Lading must be surrendered duly endorsed in exchange for the Goods or Delivery Order unless otherwise provided herein.

In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its terms whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant.

IN WITNESS whereof the number of original Bills of Lading stated below have been signed, one of which being accomplished, the other(s) to be void.

(Terms of Bill of Lading continued on the back hereof)

1. DEFINITIONS

"Carrier" means Mitsui O.S.K. Lines, Ltd. on whose behalf this Bill of Lading has been signed.

"Merchant" includes the Shipper, Holder of this Bill of Lading, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such Person.

"Person" includes an individual, group, company or other entity.

"Sub-Contractor" includes owners and operators of Vessels and space providers of Vessels (other than the Carrier), stevedores, terminal and groupage operators, inland carriers, road, rail and air transport operators, any independent contractor directly or indirectly employed by the Carrier in performance of the Carriage, their respective servants and agents, and anyone assisting the performance of the Carriage.

"indemnify" includes defend, indemnify and hold harmless.

"Goods" means the whole or any part of the cargo received from the Shipper and includes any equipment or Container not supplied by or on behalf of the Carrier.

"Container" includes any container, trailer, transportable tank, flat or pallet and any equipment thereof or connected thereto.

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods under this Bill of Lading.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February, 1968, and the amendments by the Protocol signed at Brussels on 21st December, 1979, but only if such amendments (hereinafter collectively called "the Visby Amendments") are compulsorily applicable to this Bill of Lading (It is expressly provided that nothing in this Bill of Lading shall be construed as contractually applying the Visby Amendments).

"Waterborne Carriage" means the Carriage by sea or water, and includes the period during which the Goods are under the custody of the Carrier for the Carriage at the sea/water terminal of the Port of Loading or of the Port of Discharge, whether or not on board the Vessel.

"Port of Loading" means a port or place so named overleaf or any other port or place where the Goods are loaded onto the Vessel for the Carriage.

"Port of Discharge" means a port or place so named overleaf or any other port or place where the Goods are discharged from the Vessel for the Carriage.

"Place of Receipt" means a place so named overleaf where the Goods are received by the Carrier for the Carriage.

"Place of Delivery" means a place so named overleaf or any other place where the Goods are delivered by the Carrier to the Merchant in accordance with the terms hereof.

"Vessel" means the Ocean vessel named overleaf and includes vessel, ship, craft, lighter or other means of transport by sea or water which is or shall be substituted, in whole or in part, for the Ocean vessel named on the face hereof.

2. CARRIER'S TARIFF

The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. LIMITATION STATUTES

Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of the Vessel.

4. SUB-CONTRACTING AND INDEMNITY

- (1) The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever.
- (2) The Merchant undertakes that no claim or allegation shall be made against any servant, agent or Sub-Contractor of the Carrier which imposes or attempts to impose upon any of them, or upon any vessel owned or operated by any of them, any liability whatsoever in connection with the Goods, and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and Sub-Contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit; and, in entering into this contract, the Carrier, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents and Sub-Contractors.
- (3) The provisions of Clause 4 (2) including but not limited to the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the carrying Vessel.

5. CARRIER'S RESPONSIBILITY

The Carrier shall not be responsible for loss or damage to the Goods occurring before the receipt of the Goods by the Carrier at the Place of Receipt or after the delivery of the Goods to the Merchant and the Carrier shall be liable for loss or damage to the Goods occurring between the time when he receives the Goods for transportation at the Place of Receipt and the time of delivery only to the extent set out below.

- (1) If the stage of the Carriage during which the loss or damage occurred can be proved, the liability of the Carrier shall be determined:
 - (a) if the loss or damage is proved to have occurred during the Waterborne Carriage, by the Hague Rules, Articles 1-8 inclusive, but excluding Article 1(e),
 - (b) except where the loss or damage is proved to have occurred during the Waterborne Carriage, by the provisions contained in any international convention or national law which provisions,
 - 1) cannot be departed from by private contract to the detriment of the Merchant; and
 - 2) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable; and
 - 3) would have been applicable if the contract referred to in 2) above had been governed by the internal law of the State where the loss or damage occurred.
- (2) If neither Clause 5 (1)(a) or (b) above apply, or if the stage of the Carriage during which the loss or damage occurred cannot be determined:
 - (a) the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by;

- (i) act of God,
- (ii) act of War,
- (iii) act of public enemies,
- (iv) arrest or restraint of princes, rulers or people or seizure under legal process,
- (v) quarantine restrictions,
- (vi) an act or omission of the Merchant,
- (vii) compliance with instructions of any Person entitled to give them,
- (viii) insufficiency of or defective condition of packing or marking,
- (ix) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant,
- (x) inherent vice of the Goods,
- (xi) strike, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general,
- (xii) riots and civil commotions,
- (xiii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(b) Burden of Proving

The burden of proving that the loss or damage was due to one or more of the causes or events specified in this Clause 5(2)(a) shall rest upon the Carrier, save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 5(2)(a) other than (vi), (vii) or (xiii), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(c) Limitation of Liability

Except as provided in Clauses 6(1), 6(2), and 29, if Clause 5(2) operates, total compensation shall in no circumstances exceed 2 SDRs per kilo of gross weight of the Goods lost or damaged (SDR means Special Drawing Right as defined by the International Monetary Fund).

(3) Contribution of Liability

Where loss or damage is caused partly by a cause for which the Carrier is liable and partly by a cause for which the Carrier is not liable, the Carrier shall be liable only for the portion of the loss or damage proved by the Merchant to have been produced by the cause for which the Carrier is liable.

(4) Notice of Loss or Damage

Unless notice of loss or damage to the Goods and the general nature of it be given in writing to the Carrier at the Place of Delivery before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading, or if the loss or damage be not apparent, within three working days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.

(5) Time-bar

The Carrier shall be discharged from all liability unless suit is brought and notice thereof given to the Carrier within one year after delivery of the Goods or, if the Goods are totally lost, after the date when the Goods should have been delivered.

6. SUNDRY LIABILITY PROVISIONS

(1) Hague Rules Limitation

If the Hague Rules are applicable by national law, the liability of the Carrier shall in no event exceed the limit provided in the applicable national law. If the Hague Rules are applicable otherwise than by national law, the liability of the Carrier shall in no event exceed 100 pounds sterling per package or unit.

(2) Ad Valorem

Higher compensation may be claimed only when, with the consent of the Carrier, the value for the Goods declared by the Shipper which exceeds the limits laid

down in this Bill of Lading has been stated in the declared value box on the face of this Bill of Lading and, if applicable, the ad valorem freight has been paid. In that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(3) Delay and Consequential Damages

The Carrier does not undertake that the Goods shall arrive at the Place of Delivery at any particular time or to meet any particular market or use, and the Carrier shall in no circumstances be liable for delay or for any indirect or special or consequential loss or damage incurred by the Merchant.

(4) Scope of Application

- (a) Save as otherwise expressly provided herein, the Carrier shall not be liable in any circumstances or in any capacity whatsoever for any loss or damage, howsoever arising out of or in connection with the Carriage or the supply of the Container.
- (b) The terms of this Bill of Lading shall govern the relations between the Carrier and the Merchant in respect of the Carriage, whether a Bill of Lading is issued or not.

(5) Defences and Limits for the Carrier

The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the Goods, whether the action be founded in contract or in tort.

(6) Agency

Where on the face of this Bill of Lading any place of destination is shown and is different from the Place of Delivery, the Carrier shall not be liable in any capacity whatsoever for loss, damage or delay of or to the Goods after the delivery at the Place of Delivery. In these circumstances the Carrier in making arrangements with a Person or carrier for or in connection with transshipping or forwarding of the Goods to the place (if requested by the Merchant and so agreed by the Carrier) acts as agent only for the Merchant and the Merchant shall indemnify the Carrier for all charges and expenses therefor. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay of or to the Goods shall be determined in accordance with this Bill of Lading.

(7) NVOCC

If this Bill of Lading is accepted by a non vessel operating common carrier (NVOCC), who has in turn made other contracts of carriage with third parties, the said NVOCC hereby;

- (a) undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the terms hereof which imposes or attempts to impose upon the Carrier or any vessel owned or operated by the Carrier any liability whatsoever in connection with the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof, and
- (b) warrants that all bills of lading or other documents recording the contracts of carriage issued by him in respect of the Goods shall incorporate the terms of this Bill of Lading including the law and jurisdiction clause, and agrees to indemnify the Carrier, his servants, agents and Sub-Contractors against all consequences of his failing so to incorporate.

(8) HAMBURG RULES

- (a) Notwithstanding the terms of Clause 25 herein if proceedings are brought before the courts of a Contracting State to the United Nations Convention on the Carriage of Goods by Sea 1978 (the Hamburg Rules) or the courts of any State whose national legislation makes the Hamburg Rules effective and if such courts adjudge the Hamburg Rules or such national legislation to be compulsorily applicable to this Bill of Lading, then in those circumstances only shall this Bill of Lading take effect subject to the Hamburg Rules or such national legislation and any term of this Bill of Lading derogating therefrom to the detriment of the

Merchant shall be void to that extent but no further.

- (b) In any event the Carrier shall be entitled to contest enforcement of any judgement made in a Contracting State to the Hamburg Rules in any proceedings before courts in a Non-Contracting State.

7. MERCHANT-PACKED CONTAINERS

If a Container has not been packed or filled by or on behalf of the Carrier:

- (1) The Carrier shall not be liable for loss or damage to the Goods and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been caused by;
 - (a) the manner in which the Container has been packed or filled, or
 - (b) the unsuitability of the Goods for the Carriage in the Containers, or
 - (c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled or packed.
- (2) The loading of the Container by the Merchant shall be prima facie evidence that the Container was sound and suitable for use and the Merchant agrees that he will return the Carrier's Container in the same condition as received. Any loss or damage caused to the Container supplied by the Carrier while in the possession of the Merchant is for the account of the Merchant.
- (3) If the Container is delivered with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss or damage to the Goods.

8. INSPECTION OF GOODS

- (1) The Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect, reweigh, remeasure, revalue or repack the Goods without notice to the Merchant.
- (2) If Clause 8 (1) applies or if by order of the authorities at any place, a Container or package has to be opened, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection, reweighing, remeasurement, revaluation, or repacking. The Merchant shall indemnify the Carrier for the cost of all measures taken as above.

9. DESCRIPTION OF GOODS

- (1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent external good order and condition except as otherwise noted of the total number of Containers or other packages or units enumerated overleaf (*).
- (2) No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.
- (3) If any particulars of any Letter of Credit and/or Import Licence and/or Sale Contract and/or Invoice or Order Number and/or details of any contract to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant acknowledges that except when the provisions of Clause 6(2) apply, the value of the Goods is unknown to the Carrier, and that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading.

10. MERCHANT'S RESPONSIBILITY

- (1) All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations of the Merchant in this Bill of Lading.
- (2) The Merchant warrants to the Carrier that the particulars relating to the Goods as set

out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are accurate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband, are adequately packed and prepared for shipment, and will not cause loss, damage, or expenses to the Carrier, the Vessel, or to any other cargo during the Carriage.

- (3) The Merchant shall indemnify the Carrier against all loss, damage, expenses and fines arising or resulting from any breach of any of the warranties in Clause 10(2) hereof or from any other cause whatsoever in connection with the Goods, unless the Merchant proves that the Carrier is responsible for them.
- (4) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

11. FREIGHT

- (1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier, whether the Goods are lost or not, and shall be paid and non-returnable in any event.
- (2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.
- (3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. If the particulars furnished by or on behalf of the Merchant are incorrect, it is agreed that a sum equal to double the correct Freight less the Freight charged shall be payable as liquidated damages to the Carrier, provided that the Carrier's Tariff does not stipulate otherwise.
- (4) All Freight shall be paid to the Carrier by the Merchant in cash without any set-off, counter-claim, deduction or stay of execution either at or prior to the time agreed for payment or at latest before delivery of the Goods.
- (5) The Merchant shall be liable to the Carrier for the payment of all Freight and/or expenses including but not limited to court costs, legal fee and expenses incurred in collecting monies due to the Carrier. Payment of the Freight to a freight forwarder, broker or anyone other than the Carrier or its authorized agent shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

12. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions, to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract. For recovering any sums due, the Carrier shall have the right to sell the Goods by public auction or private sale, without notice to the Merchant. In any event any lien shall extend to cover the cost of recovering any sums due. The lien shall survive delivery of the Goods.

13. OPTIONAL STOWAGE AND DECK CARGO

- (1) The Goods may be packed by the Carrier in Containers.
- (2) The Goods packed in Containers (other than flats or pallets) whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Merchant. All such Goods whether carried on deck or under deck shall participate in general average and such Goods (other than live animals) shall be deemed to be within the definition of the Goods for the purposes of the Hague Rules.
- (3) Notwithstanding Clause 13(2), Goods which are stated herein to be carried on deck are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during the Carriage whether caused by unseaworthiness or negligence or any other cause whatsoever.

14. LIVE ANIMALS

Live animals are carried without responsibility on the part of the Carrier for any accident, injury, illness, death, loss or damage arising at any time whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall indemnify the Carrier against any claim, loss, damage or expense arising in consequence of the Carriage of live animals.

15. SPECIALIZED CARRIAGE

- (1) The Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other special attention without previously giving written notice of their nature and particular temperature range to be maintained and/or special attention required. In the case of refrigerated, ventilated or any other specialized Container packed by or on behalf of the Merchant, the Merchant further undertakes that the Goods have been properly packed in the Container and that he has checked that its thermostatic, ventilating or any other special controls have been properly and exactly set, before receipt of the Goods by the Carrier. The Carrier shall not be liable for any loss or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and further does not guarantee the maintenance of any intended temperature inside the Container.
- (2) The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialized machinery, plant, insulation and/or any apparatus of the Container, vessel, conveyance and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.
- (3) If the Goods have been packed into a refrigerated Container by the Carrier and the particular temperature range requested by the Merchant is inserted in this Bill of Lading, the Carrier will set the thermostatic controls within the requested temperature range, but does not guarantee the maintenance of such temperature inside the Container.

16. METHODS AND ROUTES OF CARRIAGE

- (1) The Carrier may at any time and without notice to the Merchant:
 - (a) use any means of carriage whatsoever,
 - (b) transfer the Goods from one conveyance to another, including transshipping or carrying them on a different vessel from that named overleaf,
 - (c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise,
 - (d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever, once or more often and in any order,
 - (e) load and unload the Goods at any place or port (whether or not such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port,
 - (f) comply with any orders or recommendations given by any government or authority, or any Person acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions,
 - (g) permit the Vessel to proceed with or without pilots, to tow or be towed, or to be dry-docked, loaded or not,
 - (h) comply with the custom or practice of any port or place, whether legal, factual or commercial, whether prevailing locally, nationally, or internationally, and whether the Merchant personally knows of the custom or practice with regard to receiving, loading, stowing, keeping, carrying, discharging, and/or delivering Goods and, in particular, the Carrier shall be entitled to give delivery of the Goods without surrender of an original Bill of Lading in those jurisdictions

where such practice is recognized whether by custom or law. Compliance with such custom or practice shall be deemed to be proper performance of the contract of carriage hereunder.

- (2) The liberties set out in Clause 16(1) may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage including loading or unloading other goods, bunkering, undergoing repairs, adjusting instruments, picking up or loading any persons and assisting vessels in all situations. Anything done in accordance with Clause 16(1) or any delay arising therefrom shall be deemed to be within the Carriage and shall not be a deviation.

17. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears at any time that, due to their condition, the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof, and/or store them ashore or afloat, under cover or in the open at any place, whichever the Carrier, in his absolute discretion, considers most appropriate. Furthermore, the Carrier shall be entitled with or without notice to the Merchant to abandon the Goods whether in store or not, or to effect a sale or disposal of the Goods as may be necessary or appropriate. The Carrier's liability shall cease upon such abandonment, storage, sale or disposal. The Merchant shall indemnify the Carrier against any additional expense so incurred.

18. MATTERS AFFECTING PERFORMANCE

If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the Carriage), the Carrier (whether or not the Carriage is commenced) may, without prior notice to the Merchant and at the sole discretion of the Carrier, either:

- (a) Carry the Goods to the named Place of Delivery by an alternative route to that indicated in this Bill of Lading or that which is usual for the Goods consigned to that Place of Delivery (If the Carrier elects to invoke the terms of this Clause 18(a), then notwithstanding the provisions of Clause 16 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine); or
- (b) Suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension (If the Carrier elects to invoke the terms of this Clause 18(b) then he shall be entitled to such additional Freight as the Carrier may determine); or
- (c) Abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18(a) or to suspend the Carriage under Clause 18(b), this shall not prejudice his right subsequently to abandon the Carriage.

19. DANGEROUS GOODS

- (1) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radio-active, or damaging nature without previously giving written notice of their nature to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the Carriage.
- (2) If the requirements of Clause 19(1) are not complied with, the Goods may, at any time or place, be unloaded, destroyed, or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage or expense

arising out of the Goods being tendered for transportation or handled or carried by the Carrier. Further, the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

- (3) Whether or not the Merchant or the Carrier is aware of the nature of such Goods, the Merchant shall indemnify the Carrier against all claims, loss, damage or expenses arising in consequence of the Carriage of such Goods.

20. NOTIFICATION AND DELIVERY

- (1) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
- (2) The Merchant shall take delivery of the Goods within the free storage time provided for in the Carrier's applicable Tariff or otherwise. If the Merchant fails to do so, without prejudice to any other rights of the Carrier hereunder, the Carrier may without notice unload the Goods or that part thereof from the Vessel or the Container and/or store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease, and the costs of such unloading or storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.
- (3) If the Merchant fails to take delivery of the Goods within 30 days of becoming due under Clause 20(2), or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

21. SPECIAL DELIVERY

The special arrangement for receiving the Goods as Full Container Load and delivering them as Less than Container Load (FCL/LCL) and/or for split delivery of the Goods to more than one receiver shall be undertaken by the Carrier at his absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage, or discrepancies of the Goods, which are found upon unpacking the Container. The Merchant shall be liable for an appropriate adjustment of the Freight and shall pay any additional cost incurred.

22. AMENDED JASON CLAUSE AND BOTH-TO-BLAME COLLISION CLAUSE

(The amended Jason clause)

In the event of an accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the Goods, and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, loss or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully in the same manner as if the said salving vessels belonged to strangers.

(Both to Blame Collision Clause)

If the (carrying) Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying Vessel, the Merchant undertakes to pay the Carrier, or, where the Carrier is not the owner and in possession of the carrying Vessel, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying Vessel, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying Vessel against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss

or damage to his Goods or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant and setoff, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or her owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact stranding or other accident.

23. GENERAL AVERAGE & SALVAGE

- (1) Any general average on a Vessel operated by the Carrier shall be adjusted according to the York/Antwerp Rules of 1994 (or at the election of the Carrier, either York/Antwerp Rules 1974 as amended in 1990 or York/Antwerp Rules 2004) at any port or place and in any currency at the option of the Carrier. Any general average on a Vessel not operated by the Carrier (whether a seagoing or inland waterways Vessel) shall be adjusted according to the requirements of the operator of that Vessel. In either case the Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.
- (2) All expenses in connection with a general average or salvage act to avoid damage to the environment always to be considered general average expenses.
- (3) If salvage services are rendered to the Vessel and the Goods, then as soon as requested to do, the Merchant shall provide salvage security in the amount and in the form requested by the salvor or shall provide counter security to the Carrier if the Carrier has provided security to the salvor on behalf of the Merchant. In the event of any failure to provide security promptly, the Merchant shall indemnify the Carrier for all loss and expenses, including consequential loss caused by delay, suffered by the Carrier.

24. FIRE AND NUCLEAR INCIDENT

- (a) The Carrier shall not be responsible for any loss or damage to the Goods arising or resulting from fire occurring at any time, unless caused by the actual fault or privity of the Carrier.
- (b) The Carrier shall not be responsible for any loss or damage to the Goods arising or resulting from nuclear incident occurring at any time, unless caused solely by personal willful misconduct of the Carrier.

25. LAW AND JURISDICTION

The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese law except as may be otherwise provided for herein. Unless otherwise agreed by the Carrier, any action against the Carrier thereunder must be brought exclusively before the Tokyo District Court in Japan. Any action by the Carrier to enforce any provision of this Bill of Lading may be brought before any court of competent jurisdiction at the option of the Carrier.

26. VARIATION OF THE CONTRACT

Any agreement for or in connection with the Carriage of the Goods is superseded by this Bill of Lading. No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

27. VALIDITY

In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall be null and void to the extent of such inconsistency but no further.

28. WAIVER

Non-performance or delay by the Carrier in exercising its rights for any period of time under

this Bill of Lading shall not be a waiver of any of the Carrier's rights.

29. US CLAUSE PARAMOUNT

(1) If the Carriage covered by this Bill of Lading includes Carriage to or from a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1936 (US COGSA), the terms of which are incorporated herein and shall govern throughout the entire Carriage set forth in this Bill of Lading. Neither Clause 5(1)(a),(b), the Hamburg Rules nor the Visby Amendments shall apply to the Carriage to or from the United States. The Carrier shall be entitled to the benefits of the defences and limitations in US COGSA, whether the loss or damage to the Goods occurs at sea or not.

(2) If the US COGSA applies as Clause 29(1) above, neither the Carrier nor the Vessel shall, in any event, be or become liable for any loss or damage to or in connection with the Goods in an amount exceeding \$500.00 per package, lawful money of the United States, or in case of Goods not shipped in packages, per customary freight unit unless the value of the Goods has been declared and inserted in the declared value box on the face hereof, in which case Clause 6 (2) shall apply.

SERVICE CONTRACT NO. US00001RR

ESSENTIAL TERMS SHALL BE PUBLISHED AT www.MOLPower.com

This Service Contract (Contract) is made on 02AUG2012. The parties (Parties) are (a) MITSUI O.S.K. LINES, LTD., acting through , 700 E. BUTTERFIELD ROAD, SUITE #250, LOMBARD, IL 60148, (b) the shipper/consignee whose name and address is below:

Name: BRIDGEWATER LANDING INC.

Address: 700 FENNELL DR
RESACA, GA, UNITED STATES, 30735

and (c) any other shippers and/or consignees listed in Appendix B (all of which shippers and consignees are called Shippers). The Shipper signing this Contract warrants (a) it and each Shipper in Appendix B is identified by its legal name and business address, (b) it is authorized to bind itself and every other Shipper as Party, and (c) its status and that of every other Shipper is:

☒ Owner of Cargo (BCO) ☐ Non Vessel Operating Common Carrier (NVOCC)
☐ Shipper's Association ☐ BCO/NVOCC
☐ Other (Specify) _____

Every Shipper, which is an NVOCC, certifies it has a tariff and bond or other surety as required by law, a copy of such tariff and bond or other surety has been given to MOL, and it will fully comply with all applicable laws.

MOL
BY: MOL (AMERICA) INC.
----as general agent ----

BRIDGEWATER LANDING INC.

BY _____
JAMES BOYER
AVP, PRICING

700 E. BUTTERFIELD ROAD, SUITE #250
LOMBARD, IL 60148
Tel: 630-812-3700
Fax: 630-812-3875

Date _____

BY _____
KERRI KEITH
DISTRICT SALES MANAGER

700 FENNELL DR
RESACA, GA 30735
Tel: 801 554 8703
Fax: 732 865 7111

Date _____

1. CHANGE IN SHIPPER

If any Shipper undergoes a change in its corporate structure or if a shippers' association has a change in membership, such Shipper shall notify MOL and provide the documentary confirmation required by law.

2. APPLICABLE TARIFF(S)

This Contract incorporates by reference (a) MOL Rates and Rules Tariff FMC - 137, 142, 145, 146, 147, 148, 150, 151, 152, 153, 154, 155, 156, 200, 204, 205, 207, 208, 209, 210, or subsequent re-issues thereto or otherwise applicable tariff and (b) MOL Bill of Lading Tariff FMC - 138, available electronically at <http://www.molpower.com>, where the statement of essential terms will also be available. With such incorporation, this is the full agreement between the parties and an exclusive statement of the terms of the Contract. In the event of any conflict between the terms and conditions of the above tariffs and the terms of this Contract, the terms of this Contract shall control. Each party warrants that it is not relying on any written or oral representations outside the Contract by any other Party. Any prior or contemporaneous oral or written matter is of no force or effect and may not be used to modify or interpret this Contract, which may only be amended by a writing signed by the Parties. This Contract and any amendments are binding only when filed with the Federal Maritime Commission (FMC).

3. CONTRACT TERM

This Contract is effective (at the beginning of the day) on 02-AUG-2012, or the date on which it is filed with the FMC, whichever is later, and expires (at the end of the day) on 31-AUG-2013. The date the cargo is received by MOL or its agent determines whether a cargo movement is during the term of this Contract. Cargo is not deemed received until the full bill of lading quantity is received.

4. CARGO COVERED BY THE CONTRACT

(a) The origin and destination shown on the bill of lading issued by MOL conclusively determines whether cargo is within the geographic scope of this Contract, whether cargo may be counted toward the Minimum Quantity Commitment (MQC), and the applicable rates and charges.

(b) Cargo moving on a Container Freight Station (CFS)/Container Freight Station (CFS) basis in less-than-container loads may qualify for this Contract if it is rated at the full tariff rate applicable at the time of shipment, unless otherwise provided in Appendix A.

(c) Appendix A specifies the geographic scope, commodities, rates, and minimum quantity commitment (MQC) for this contract.

5. MINIMUM QUANTITY COMMITMENT

(a) For the Transpacific Eastbound trade for dry cargo and/or refrigerated cargo, the following formula determines forty-foot equivalent units (FEUs):

20-foot container shall equal 0.5 FEU
 40-foot (8'6") container shall equal 1.00 FEU
 40-foot (9'6") container shall equal 1.125 FEUs
 45-foot container shall equal 1.25 FEUs

(b) For all other trades for dry cargo and/or refrigerated cargo, the following formula determines forty-foot equivalent units (FEUs):

20-foot container shall equal 0.5 FEU
 40-foot (8'6") container shall equal 1.00 FEU
 40-foot (9'6") container shall equal 1.00 FEUs
 45-foot container shall equal 1.00 FEUs

(c) If there is a reefer substitution, counting under this Contract shall be the size of the container originally requested.

(d) For any CFS cargo, the conversion factors are: 55 cubic meters (CBM) equal 1.00 FEU for cargo rated on an AQ basis, and cargo rated on a metric ton (MT) basis, 18.5 MT equal 1.00 TEU.

6. CONTRACT RATES

Unless otherwise provided in Appendix A, the rates in Appendix A are only base freight rates. All other tariff charges, including surcharges, currency adjustment factors, bunker surcharges, arbitraries, origin and destination delivery charges, add-ons and other additional charges in MOL Rates and Rule Tariff FMC - 137, 138, 142, 145, 146, 147, 148, 150, 151, 152, 153, 154, 155, 156, 200, 204, 205, 207, 208, 209, 210 or subsequent re-issues thereto or otherwise applicable tariff shall apply.

7. SERVICE COMMITMENTS

MOL shall make available the vessel capacity and equipment to carry (a) the MQC required by this Contract and (b) at MOL's option, any additional cargo tendered by Shipper. This commitment is subject to the schedules and service patterns of MOL.

8. VERIFICATION OF CONTRACT CARRYINGS

(a) Each original and all copies of the bill of lading for shipments shall note the number of this Contract. Shipper shall make this designation when the bill of lading is requested and issued. Such designation, or Shipper's failure to designate, is final and shall not be modified after the bill of lading is issued, unless there is an inadvertent error. In its sole discretion, MOL may permit cargo in a bill of lading not so noted to count toward the MQC upon proof of inadvertent error by Shipper.

(b) For cargo to qualify for this Contract, the Shipper must appear as shipper/exporter or consignee on the bill of lading. However, if Shipper appears as Notify Party on the bill of lading and MOL, in its sole discretion, determines there is sufficient evidence permitting it to conclude the cargo is owned by, consigned to, or moving for the direct account of Shipper, such cargo shall also qualify for this Contract.

9. DEAD FREIGHT/LIQUIDATED DAMAGE

MOL and Shipper recognize failure to tender the MQC causes revenue losses to MOL and adverse impact on marketing, logistics and operation by MOL, and a precise quantification of these damages is difficult to calculate. Accordingly, to avoid the difficulty and expense of proving actual losses, the Parties agree in lieu of all damages relating to the obligations of Shipper to tender the MQC, liquidated damages are due if Shipper fails to tender the Net MQC under this Contract. In such case, Shipper shall pay to MOL the difference between the quantity of cargo actually shipped under this Contract and such Net MQC at the rate of US\$250.00 per FEU. If the MQC is in TEUs, CBM or MT, liquidated damages shall be calculated by using the conversion formulae in Rule 5 (a), (b) and (d). This amount shall be paid to MOL within thirty (30) days after written notification by MOL. Any liquidated damages for failure to meet any sub-MQC are separate from and in addition to any other liquidated damages due as a result of the Shipper's failure to meet either the total MQC or any other Sub-MQC. Each Shipper is jointly and severally liable for these liquidated damages.

If MOL fails to fulfill its service commitment, the Shipper's sole remedy is a reduction in the MQC by the quantity of cargo tendered but not carried and the payment of liquidated damages, as provided in this Contract. In no case is MOL liable to Shipper for direct, consequential or other damages for non-acceptance or non-carriage of cargo offered under this Contract, nor shall any liabilities or obligations of Shipper be subject to any offset or credit for any monies Shipper may claim are due Shipper under this Contract or otherwise. Before payment of any liquidated damages, MOL may require firm proof from Shipper that any cargo which shipper claims MOL declined was timely tendered under the Contract, and the burden is on Shipper to so demonstrate. Upon satisfaction of the terms of this paragraph by Shipper, MOL shall pay Shipper such liquidated damages within thirty (30) days.

For the first ten percent (10%) of the MQC which MOL fails to carry, the MQC shall be reduced. For any other shipments which MOL fails to carry, MOL shall pay, and the Shipper agrees to accept, in lieu of other damages from MOL, liquidated damages calculated by subtracting the number of FEUs actually carried from ninety percent (90%) of the MQC (after reduction under any part of this Contract except this paragraph) and multiplying any positive number by US\$250.00 per FEU. In no case is Shipper entitled to liquidated damages for cargo tendered in excess of an amount

equal to eight percent (8%) of the annualized MQC during any of the sequential 30 day periods covered by the Contract, the first of which commences with the effective date of the Contract and terminates at the close of business on the 30th day following.

10. TENDER OF SHIPMENTS

(a) During the term of this Contract, Shipper will tender and ship with MOL, in reasonably apportioned increments, the Minimum Quantity Commitment and any sub-Minimum Quantity Commitment (collectively, MQC) stated in Appendix A, except to the extent the MQC is adjusted or excused under the terms of this Contract (Net MQC).

(b) Unless otherwise stated, Shipper may select the vessels on which its cargo will be carried, but space is not guaranteed on any particular vessel or with any particular frequency, and specific equipment is not guaranteed at any particular location or time.

(c) Shipper, directly or through its agents and/or forwarders, shall request a booking from MOL at least fourteen (14) days but not less than seven (7) days before the shipment. MOL may waive such requirement for a shipment by accepting a booking with less notice.

11. BILL OF LADING

To the extent terms about liability for damage to persons or property (including cargo), delays, mis-delivery, loss or any provisions mandated by applicable law in MOL's bills of lading conflicts with the Contract, the bill of lading shall prevail.

12. CONTRACT RECORDS

The shipment records required to be maintained under FMC regulations shall be copies of bills of lading (or the same data in paper or electronic format) and any correspondence, amendment, correction, cancellation, adjustment, final settlement or change. The Senior Vice President, Trans-Pacific Trade, MOL (America) Inc., 700 E. Butterfield Road, Suite 150, Lombard, IL US 60148, telephone (630) 812-3700, will respond to a request from the FMC for shipment records.

13. FORCE MAJEURE

In the event of a force majeure, including work stoppages, strikes, accidents, casualties, lockouts, fire, acts of terrorism, road, marine or rail disasters, derailments, acts of God, governmental restraints, war or hostilities, embargoes or other similar conditions but not commercial contingencies (such as changing markets, poor management decisions, and business declines), the Party restrained by the force majeure shall promptly, but in any event within seven (7) days, notify the other Parties in writing of the existence of such circumstances and the effect on its ability to perform under this Contract. Upon receipt of such notice, the parties involved shall be excused from their obligations under this Contract to the extent of and for the duration of the disability. The restrained Party shall use its best efforts to overcome the force majeure. If there is a force majeure, the MQC and MOL's service commitment will be reduced in the proportion the term of the force majeure is to the term of this Contract.

14. ASSIGNMENT

No Party may sub-contract, assign or transfer this Contract, in whole or in part, without the prior written consent of all other Parties. This Contract shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective Parties.

15. CONTRACT INTERPRETATION

The headings in this Contract are for convenience only and shall have no bearing on the interpretation of this Contract. When appropriate in the context, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall include the other. No portion of this Contract shall be construed against MOL because it is the drafter of the Contract. All Appendices are incorporated by reference. All dollar (\$) amounts are United States dollars. Any reference to a day or time shall be the day or time in the place of the transaction. No waiver shall be effective unless signed by the Party making the waiver. A waiver shall not be construed to be a waiver of any

subsequent or continuing event. If any portion of the Contract is found by competent authority to be invalid or unenforceable, then such finding shall not be construed to invalidate or make unenforceable any other provision of this Contract, which shall remain in full force and effect.

16. MODIFICATION

No amendment, correction, cancellation, adjustment, final settlement or change to or of this Contract shall be effective unless in writing, signed by the parties as required by FMC regulation, and duly filed with the FMC. MOL may terminate this Contract upon fifteen (15) days written notice to Shipper if MOL has carried the net MQC.

17. NOTICES

Any specific notice required or permitted to be given in writing under this Contract shall be considered as having been given by either Party to the other Party (a) upon the mailing thereof to such other Party by registered or certified mail, required postage prepaid, at the address set forth in this Contract, (b) upon personal delivery thereof to such other Party at the address set forth in this Contract, (c) upon the forwarding thereof by properly documented courier service to the address set forth in this Contract, (d) upon facsimile (fax) transmission thereof to the fax telephone number set forth in this Contract, or (e) upon electronic (e-mail) transmission thereof to the other Party. Notice shall be deemed effective on the date given.

In the event MOL is permitted or required to give a general written notice substantially to all of its service contract and/or tariff customers, such notice may be published on the internet at MOL's homepage as follows:

<http://www.molpower.com>

In the event of any conflict between this provision and any other provision of this Contract concerning the manner of giving or the effective date of written notice, this provision shall control.

18. APPLICABLE LAW/DISPUTES

(a) This Contract is subject to the U.S. Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the statutory and general maritime law of the United States and, to the extent not inconsistent therewith, the laws of the State of New York, except for the choice of law rules of either.

(b) In the event of a dispute under this Contract, the parties to the dispute shall attempt to resolve it amicably by direct good faith negotiations between a senior executive of each such party. If there is no resolution by such negotiations within thirty (30) days, the dispute shall be resolved by arbitration in New York under the Commercial Rules of the Society of Maritime Arbitrators, Inc. ("SMA"). The arbitration shall be before a single arbitrator appointed by the parties to the dispute or, failing such agreement, each party shall appoint an arbitrator, and the two arbitrators so chosen shall select a third arbitrator as Chairperson. There shall be no restrictions on the nationality of the arbitrators, and they may include practicing maritime attorneys. Except by agreement of the parties to the dispute, there shall be no pre-hearing discovery. The costs and expenses of the arbitration (including reasonable attorneys' fees and costs) shall be borne by the non-prevailing party. The decision of the arbitrator shall be final, binding, not subject to further review, and enforceable by any court, tribunal or other forum having jurisdiction. The Parties consent to the personal jurisdiction of, and venue in, any State Court in New York, New York, and the United States District Court for the Southern District of New York (collectively, a New York Court). The Parties agree any such award may be enforced pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958. If a Party that has prevailed in arbitration finds it necessary to enforce the arbitrators' decision and award, such Party shall receive from the non-prevailing Party the costs and expenses of such enforcement, including reasonable attorney's fees and costs.

(c) For a matter subject to arbitration under this Contract, if a Party starts an action in any other forum, such party shall be liable for any and all reasonable attorneys' fees and costs incurred by any other Party defending that action.

(d) As an exception to sections 18 (b) and 18 (c) above, if a Party against which liquidated damages have been assessed by written notice from the other Party has not contested in writing its liability for such assessment within thirty (30) days after notice of assessment is sent, the notifying Party may bring an action to collect liquidated damages directly in a court of competent jurisdiction. As a further exception to sections 18 (b) and 18 (c), MOL may bring an action for unpaid freight or charges due for transportation services performed for Shipper in any court of competent

jurisdiction. For purposes of the foregoing exceptions, the Parties consent to personal jurisdiction and venue in any New York Court. The party obligated to pay such sums shall be liable to the Party owed such sums for interest on the principal sum on and after the due date plus reasonable attorney's fees and costs.

19. CONFIDENTIALITY

MOL and Shipper agree to keep the terms and rates of this Contract confidential. Except to the extent required as a matter of law, neither MOL nor Shipper shall disclose either the terms or rates of this Contract to any third parties, unless written permission of the other Party is given in advance. Notwithstanding the foregoing, disclosure is authorized to the extent reasonably necessary to carry out this Contract, but the Parties shall take reasonable precautions to protect information so disclosed from further disclosure. Disclosure contrary to this provision shall be considered a material breach, justifying termination of this Contract at the option of the other Party. In addition to any other remedies available as a matter of law, either Party may enforce this provision in any court having jurisdiction, seeking injunctive relief, if appropriate.

20. ELECTRONIC SIGNATURE

Following the filing of this Contract with the FMC, the Parties may agree to amend it by using an electronic signature. Upon filing with the FMC, such amendments shall be deemed fully enforceable. For purposes of this Contract, a valid "electronic signature" shall include an exchange of e-mails between the Parties that (i) references this Contract, (ii) attaches the amendment, and (iii) states agreement to the terms and conditions of the amendment.

APPENDIX "A" TO SERVICE CONTRACT US00001RR

Amendment Timeline:

AM001/Effective:07AUG2012
AM002/Effective:23AUG2012
AM003/Effective:24AUG2012
AM004/Effective:07SEP2012
AM005/Effective:24SEP2012
AM006/Effective:12DEC2012
AM007/Effective:26DEC2012
AM008/Effective:18JAN2013
AM009/Effective:31JAN2013
AM010/Effective:13FEB2013
AM011/Effective:20MAR2013
AM012/Effective:10APR2013
AM013/Effective:11APR2013
AM014/Effective:12APR2013
AM015/Effective:24APR2013
MD001/Effective:01MAY2013
AM016/Effective:14JUN2013
AM017/Effective:26JUN2013
AM018/Effective:27JUN2013

The following provisions of this Appendix are incorporated into the above referenced service contract. References herein to "Rule" shall refer to provisions of the above referenced service contracts; references herein to "paragraphs" shall refer to provisions of this Appendix.

SHIPPER: BRIDGEWATER LANDING INC.

CARRIER: MOL

1.Origin(s)

Pricing Scope: TRANS-PACIFIC TRADE (WB)
UNITED STATES

The Contract rates set forth herein apply only to the specific origins listed in paragraph [Term] 6 of these essential terms.

2.Destination(s)

Pricing Scope: TRANS-PACIFIC TRADE (WB)
CHINA
HONG KONG
INDIA
VIETNAM

The Contract rates set forth herein apply only to the specific destinations listed in paragraph [Term] 6 of these essential terms.

3.Commodities

Plastic Scrap

AM009 Rejected paper

Rejected Plastic Gloves

Textile Waste, Used Burlap Bags

Wax Scrap

4. Volume Commitment(s)

AM008 FMC MQC: 300 TEU
Non FMC MQC: N/A

5. Duration

02AUG2012 To 31AUG2013

7. General Rate Review

The rates and charges set forth in this Contract shall be automatically increased to reflect the quantum of any increase in accessorial charges, (i.e. Surcharges, Origin Receiving Charge, Terminal Handling Charge, etc.) and the quantum of rate increases applicable to the movement of any commodity or commodities for which rates are stated in this Contract and published in MOL's governing Rules and Rates tariffs set forth per Rules (Articles) No. 2 and No. 6 of this Contract.

8. Free Time, Demurrage And Detention

Free Time, Demurrage and Detention charges applicable to containers shipped under this Contract shall be the Free Time, Demurrage and Detention provisions published in MOL's governing tariff(s).

Exception:

a) Equipment Free Time at destination, shall be 14 calendar days. In the event the free time set forth expires, detention charges shall apply per the governing tariff.

9. Carrier Service Commitment

Reserved

10. Billing And Payment Service

Reserved

11. Port Security/Inland Transportation Costs

Notwithstanding any provision to the contrary in this Service Contract or any governing publication, including any limitation or restriction on the application of new surcharges during the term of this Contract, the parties agree that the following charges shall apply to the extent published in a publication governing this Contract at any time during the term of the Contract:

a. Any charge or surcharge relating to costs incurred in connection with newly-established security requirements (whether established by law, statute, regulation, or by a service provider to Carrier) applicable to or relating to any portion of the transportation and related services provided under this Contract.

b. Notwithstanding other provision of this Contract, including but not limited to any "no-new-surcharge" clause, Shipper shall be subject to any rule in the Governing Tariff establishing a charge relating to any of the following circumstances or charges arising or taking effect subsequent to the effective date of this Contract: a strike, lockout, work stoppage, or other labor unrest; origin or destination port or inland congestion; security requirements or costs; taxes, fees or charges levied by any federal, state or local governmental entity, or by any port or harbor authority; increased inland transportation costs resulting from federal, state, or local legislative or regulatory action, including action by any port or harbor authority; or clean air requirements.

12. Service To Or From U.S. East Coast Ports

Service to or from U.S. east coast ports. The parties agree that shipments booked under this Contract for carriage to or from U.S. east coast ports may be routed (i) through the Panama Canal, (ii) through the Suez Canal, or (iii) around the Cape of Good Hope (South Africa). At the time of shipment, Carrier shall determine the route, taking into consideration space and equipment availability, port congestion, and other relevant factors. Unless the parties mutually agree in writing to the contrary, the rates and charges that would have applied to the service requested at the time of booking--including the rates and charges for any prior or subsequent inland move--shall continue to apply to any substituted service, without any increase or decrease in such rates and charges. Substituted service carried out hereunder shall be subject to the existing port rotations of such substituted service.

Shipper may, at the time of booking, request Carrier in writing to carry shipments (i) through the Panama Canal, (ii) through the Suez Canal, or (iii) around the Cape of Good Hope (South Africa), without any substituted service. Carrier shall not unreasonably refuse such a request.



Welcome, MITSUI O.S.K. LINES, LTD. Staff IDs

Tuesday, July 19, 2016 Contact Us | Help | Sign Off

Rule Text For

Carrier Code:	MOLU	Tariff No/Contract No:	154	Rule:	021.L	Description:	CHINA EQUIPMENT FREE TIME AND DETENTION CY CARGO
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Filing Information:

Amendment Codes	File Date	Effective Date	Thru Date	Expiration date	Status	Special Case
C	09-Jan-2012	09-Jan-2012			F	

The following days should be excluded from free time calculation at ports/points in China.
January 22nd through January 29th, 2012 (for Chinese New Year)

1. Equipment free time

Equipment free time for each container shall be as follows after removal of the carrier's equipment from carrier's terminal.

Guangdong 3 calendar Days including the day of container pick up for Yantian, Shekou, Chiwan, Dachan Bay, Nansha
Other Guangdong ports are subj to local tariff.

Fujian 10 calendar days for dry container's and 4 calendar days for all other type of containers

2. Equipment Detention

The following charge will be assessed per container per day in local currency.

Cargo Type	Days	20'	40'	45'
Guangdong Dry	1 - 10th days	CNY 145	CNY 190	CNY 225
	11th - 30th day	CNY 185	CNY 230	CNY 275
	31st days- until equipment return	CNY 240	CNY 290	CNY 340
		20'	40'	
All other	1 - 10th days	CNY215	CNY430	
	11th - 30th day	CNY260	CNY520	
	31st days- until equipment return	CNY325	CNY650	
Cargo Type	Days	20'	40'	45'

7/21/2016

Rule Text

Fujian Dry 1 - 10th CNY 60 CNY 120 CNY 150
days
11th - 30th CNY 85 CNY 180 CNY 220
day
31st days- CNY 160 CNY 320 CNY 400
until equipment return

20' 40'

All Other 1 - 10th CNY 240 CNY 375
days
11th - 30th CNY 320 CNY 470
day
31st days- CNY 965 CNY 1,340
until equipment return

All Other = Refrigerated, Tank, Open Top or Flat
Rack/Platform

Central/Central North PRC Per local tariff

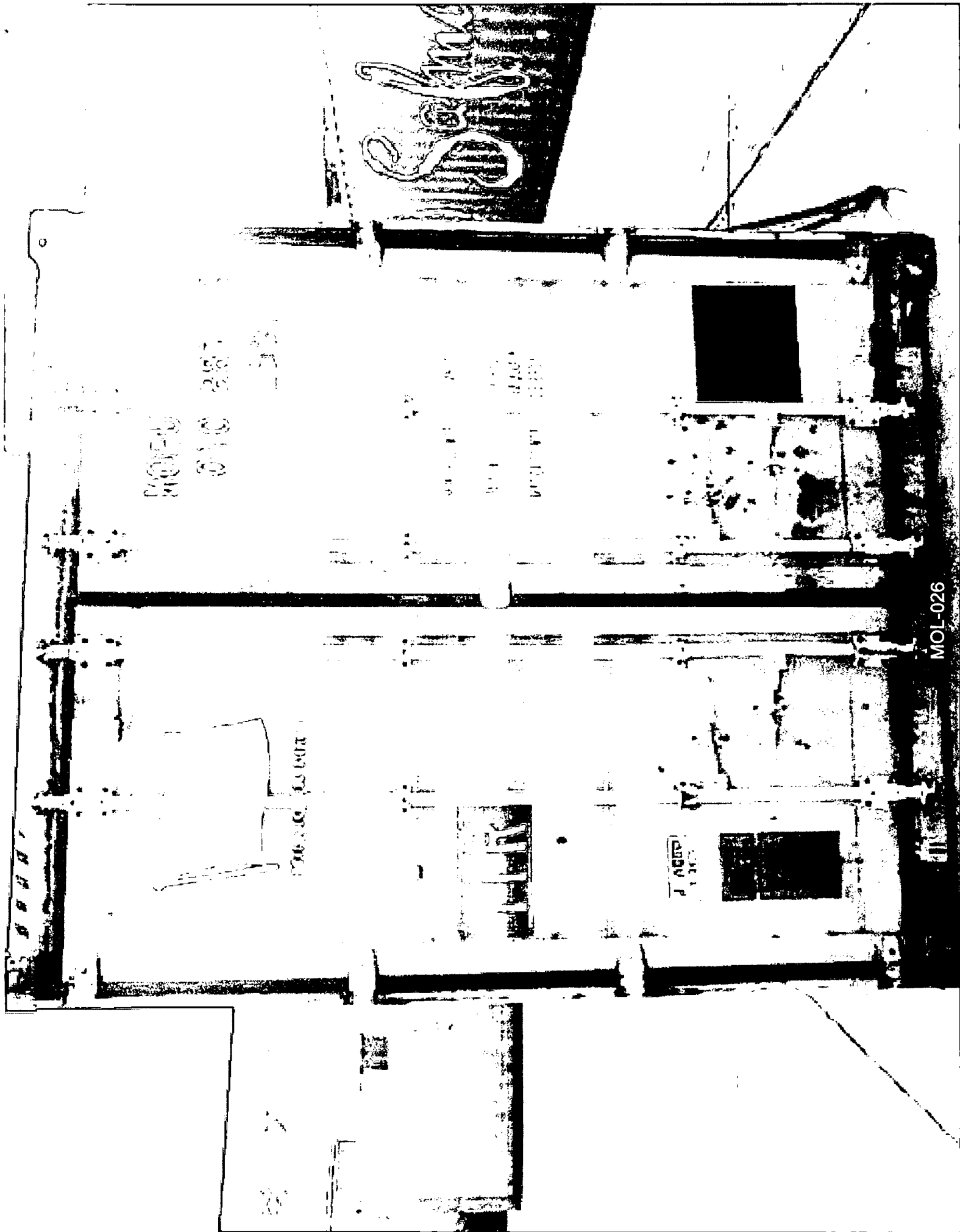
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		GP's			Reefer		Special	
		20'	40'/40'H C	45'	20'	40'	20'	40'
		CNY	CNY		CNY	CNY	CNY	CNY
Export	All Trade	Free time - 7 Calendar Days			Free time - 5 Calendar Days		Free time - 7 Calendar Days	
		1st- 10th Days	85	170	210	295	560	295
		11st - 30th Days	130	255	320	440	840	440
		31st onwards	260	505	640	880	1680	880
Import	All Trade	Free time - 10 Calendar Days			Free time - 4 Calendar days		Free time - 7 Calendar Days	
		1st- 10th Days	55	110	150	170	340	170
		11st - 30th Days	150	300	360	295	590	295
		31st onwards	300	600	720	590	1180	590





MOI-027







MOL-030



MOL-031

Grace Bae - USNYCRLI

From: bridgewater777@aol.com
Sent: Monday, February 03, 2014 4:43 PM
To: Tony Lucas - USNYCSLS
Cc: Andrew Thorning - USNYCSLSSU; jk@taylorresources.com; jack@taylorresources.com
Subject: B/L 26005510205

Tony,

In response to the container that was shipped under b/l 26005510205 that arrived in Xingang on March 12, 2013 that was never picked up by the consignee. Please be advised that Bridgewater Landing sent the telex release and received confirmation as well. Therefore at that point Bridgewater Landing does not own the material and Bridgewater Landing CAN NOT give an abandonment letter for the material as it was sold and released to the consignee at that point.

Kerri

Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

-----Original Message-----

From: Tony.Lucas <Tony.Lucas@mol-liner.com>
To: bridgewater777 <bridgewater777@aol.com>
Cc: Andrew.Thorning <Andrew.Thorning@mol-liner.com>
Sent: Thu, Jan 23, 2014 3:03 pm
Subject: RE: contract

Hi Ana,

Let us know if you have anything for us on this one?

Best regards,

Tony

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]

Sent: Wednesday, January 15, 2014 4:54 PM

To: Tony Lucas - USNYCSLS

Cc: Andrew Thorning - USNYCSLSSU

Subject: Re: contract

Tony,

I will forward this email to our manager. Once I got answer I will get back to u. Thanks

Ana

Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

-----Original Message-----

From: Tony.Lucas <Tony.Lucas@mol-liner.com>
To: bridgewater777 <bridgewater777@aol.com>
Cc: Andrew.Thorning <Andrew.Thorning@mol-liner.com>
Sent: Tue, Jan 14, 2014 4:51 pm
Subject: RE: contract

Hi Ana,

I was working with Patricia a while back on an outstanding issue that we would need your help on there was a cntr under b/l 26005510205 that arrived Xingang on March 12, 2013, that was never picked up by the consignee. Your company was trying to find another buyer but at some point we think have now given up on that and we would like to dispose of the cargo and get our equipment back and needed an abandonment letter from you as the shipper can you help us with that because my office in China would like to put a close to this case.

Best regards,

Tony Lucas
MOL America Inc.
Tel 732-512-5212
Fax 732-512-5272
E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]
Sent: Tuesday, January 14, 2014 11:52 AM
To: Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU
Subject: Re: contract

Hello Tony,

Yes, I will be replace her.
Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Tony Lucas <Tony.Lucas@mol-liner.com>
To: [bridgewater777 <bridgewater777@aol.com>](mailto:bridgewater777@aol.com); Andrew Thorning <Andrew.Thorning@mol-liner.com>
Sent: Fri, Jan 10, 2014 3:55 pm
Subject: RE: contract

Hi Ana,

Have you taken over for Patricia Alfonso ?

Best regards,

Tony Lucas
MOL America Inc.
Tel 732-512-5212
Fax 732-512-5272
E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]
Sent: Wednesday, January 08, 2014 3:25 PM
To: Andrew Thorning - USNYCSLSSU
Cc: Tony Lucas - USNYCSLS
Subject: Re: contract

Andrew,

Thanks a lot.

Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Andrew.Thorning <Andrew.Thorning@mol-liner.com>
To: [bridgewater777 <bridgewater777@aol.com>](mailto:bridgewater777@aol.com)
Cc: Tony.Lucas <Tony.Lucas@mol-liner.com>
Sent: Wed, Jan 8, 2014 2:41 pm
Subject: RE: contract

Afternoon Ana,

Apologies, please find herein.
Let me know if any additional questions.

Thanks & regards,
Andrew L. Thorning - USNYCSLSSU
Sales Support Administrator
MOL America, Inc.
10 Woodbridge Center Drive
Suite 900
Woodbridge, NJ 07095
P - 732.512.5343
F - 732.512.5272
andrew.thorning@mol-liner.com

MOL Customer Service hot line 800.449.7575

*** Please also visit us at www.molpower.com for schedules, tracking & tracing, surcharges, custom reports and more!

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]
Sent: Wednesday, January 08, 2014 2:37 PM
To: Andrew Thorning - USNYCSLSSU
Subject: Fwd: contract

Andrew,

Can you send the contract to me? Thanks

Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: [bridgewater777 <bridgewater777@aol.com>](mailto:bridgewater777@aol.com)
To: [andrew.thorning <andrew.thorning@mol-liner.com>](mailto:andrew.thorning@mol-liner.com)
Sent: Tue, Jan 7, 2014 12:53 pm
Subject: contract

Andrew,

I am new in this company. Can you send our contract (plastic scraps , paper in roll , waste paper, wax, etc..) ? Thanks a lot.

Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

Grace Bae - USNYCRLI

From: Tony Lucas - USNYCSLS
Sent: Wednesday, May 29, 2013 4:56 PM
To: bridgewater777@aol.com; Toukta Phonharath - USCHIDOCEP
Cc: Andrew Thorning - USNYCSLSSU; jk@taylorsresources.com
Subject: RE: long stay b/l 26005510205 /26005541206

Hi Keith,

I know we have the ability to move it but when asked for a rate was told we cannot legally do it. I don't know if moving it to Busan or any other country first would make it legal? no problem asking again, but if Hong Kong is your only option I don't think there's anything else we can suggest other than to strip the cntr as soon as possible.

Best regards,
Tony

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, May 29, 2013 2:32 PM
To: Tony Lucas - USNYCSLS; Toukta Phonharath - USCHIDOCEP
Cc: Andrew Thorning - USNYCSLSSU; jk@taylorsresources.com
Subject: Re: long stay b/l 26005510205 /26005541206

Dear Tony,

We are a little confused, does not MOL have service from Xingang to Honk Kong via Busan ? This is how we would like to move the material from Xingang to Hong Kong. It is not practical to de-van this material and transload into another shipping lines container. Please advise any other suggestion besides to de van the material or shipping it outside of China.

Best Regards

Kerri Keith

Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Tony Lucas <Tony.Lucas@mol-liner.com>
To: bridgewater777 <bridgewater777@aol.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
Cc: Andrew.Thorning <Andrew.Thorning@mol-liner.com>; jk <jk@taylorsresources.com>
Sent: Wed, May 29, 2013 12:10 pm
Subject: RE: long stay b/l 26005510205 /26005541206

Dear Keith,

It looks like we are unable to carry China/Hong Kong coastal cargo as we do not have the operation rights. Perhaps an alternate country? but otherwise would suggest to strip the cntr as soon as possible.

Best regards,

Tony Lucas
MOL America Inc.
Tel 732-512-5212
Fax 732-512-5272
E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]
Sent: Tuesday, May 28, 2013 3:52 PM
To: Toukta Phonharath - USCHIDOCEP
Cc: Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU; jk@taylorsresources.com
Subject: long stay b/l 26005510205 /26005541206

Dear Toukta,

As you are probably aware there is great confusion in the China plastic scrap market due to the operation Green Fence policy enacted by the Chinese government. Our original consignee for this shipment has indicated material may not clear customs in Xingang. Every day this container collects more and more detention charges. We have another consignee lined up to take this container in Hong Kong and are requesting an economical rate so material may be unloaded from the container and MOL can have its container back. Can you help us.

Best Regards
Kerri Keith

Bridgewater Landing Inc.
Tel: 801-554-8703
Fax: 732-865-7111

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From: Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
To: bridgewater777@aol.com
Cc: Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
Sent: Thu, May 16, 2013 9:48 pm
Subject: RE: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Good Evening,

Please assist to advise.

Thank You,
Toukta Phonharath

Documentation Manager
MOL (America) Inc.
700 E. Butterfield Rd. Ste.250

Lombard, IL 60148
Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
Web: www.molpower.com

Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, May 08, 2013 8:27 AM
To: Toukta Phonharath - USCHIDOCEP
Subject: Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Toukta,

I will let you know. Thanks

Kerri
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
To: bridgewater777@aol.com
Cc: mail.newjersey <mail.newjersey@mol-ips.com>; Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
Sent: Tue, May 7, 2013 8:30 pm
Subject: RE: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hi Kerri,

Please assist to advise any contact details you have for the Consignee so your destination office can contact them locally.

Thank You,
Toukta Phonharath

Documentation Manager
MOL (America) Inc.
700 E. Butterfield Rd. Ste.250
Lombard, IL 60148
Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
Web: www.molpower.com

Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Monday, May 06, 2013 1:25 PM
To: Toukta Phonharath - USCHIDOCEP
Cc: MAIL NEWJERSEY; Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU
Subject: Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hello Toukta,

Thank you for the update. I am working on trying to reach the Consignee.

Thanks!

Kerri

In a message dated 5/6/2013 11:41:07 A.M. Eastern Daylight Time, Toukta.Phonharath@mol-liner.com writes:

Good Morning,

Just left a voicemail at 801-554-8703, please assist to check and advise or forward to the correct person in charge. The container landed in Xingang on 3-12 and we are unable to contact the Consignee.

Thank You,

Toukta Phonharath

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-800-449-7575

Email: toukta.phonharath@mol-liner.com

Web: www.molpower.com

Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM

From: Toukta Phonharath - USCHIDOCEP

Sent: Monday, April 22, 2013 10:46 AM

To: bridgewater777@aol.com

Cc: MAIL NEWJERSEY; Toukta Phonharath - USCHIDOCEP

Subject: RE: // reminder //: long stay b/l 26005510205

Good Morning,

Please find the below message from our destination office and assist to advise:

ATA XINGANG: MAR 12,2013

M/V: MOL LOIRE 8702B

SHPR: BRIDGEWATER LANDING INC.

CNEE: TIANJIN SHANHAI JIAFU COMMERCIAL TRADE CO., LTD.

Cnee still did not come to switch D/O although we sent arrival notice via fax & pushed them for many times. We checked with cnee's agent instead but they have no mind on this shpt. The phone no. on manifest is out of service now, pls urgently adv shpr to push cnee fm your side. Tks.

Thank You,

Toukta Phonharath

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-800-449-7575

Email: toukta.phonharath@mol-liner.com

Web: www.molpower.com

****Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM****

=

Grace Bae - USNYCRLI

From: Tony Lucas - USNYCSLS
Sent: Thursday, May 30, 2013 8:28 AM
To: bridgewater777@aol.com; Toukta Phonharath - USCHIDOCEP
Cc: Andrew Thorning - USNYCSLSSU; jk@taylorsresources.com
Subject: RE: long stay b/l 26005510205 /26005541206

Dear Keith,

Over Busan can be done, pls let us know:

Ex Xingang to Hong kong, via Busan transshipment
USD1180/45', Subj to Dest THC, DOC Fees.

Best regards,
Tony

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, May 29, 2013 2:32 PM
To: Tony Lucas - USNYCSLS; Toukta Phonharath - USCHIDOCEP
Cc: Andrew Thorning - USNYCSLSSU; jk@taylorsresources.com
Subject: Re: long stay b/l 26005510205 /26005541206

Dear Tony,

We are a little confused, does not MOL have service from Xingang to Honk Kong via Busan ? This is how we would like to move the material from Xingang to Hong Kong. It is not practical to de-van this material and transload into another shipping lines container. Please advise any other suggestion besides to de van the material or shipping it outside of China.

Best Regards

Kerri Keith

Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111
-----Original Message-----

From: Tony Lucas <Tony.Lucas@mol-liner.com>
To: bridgewater777 <bridgewater777@aol.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
Cc: Andrew.Thorning <Andrew.Thorning@mol-liner.com>; jk <jk@taylorsresources.com>
Sent: Wed, May 29, 2013 12:10 pm
Subject: RE: long stay b/l 26005510205 /26005541206

Dear Keith,

It looks like we are unable to carry China/Hong Kong coastal cargo as we do not have the operation rights. Perhaps an alternate country? but otherwise would suggest to strip the cntr as soon as possible.

Best regards,

Tony Lucas

MOL America Inc.
Tel 732-512-5212
Fax 732-512-5272
E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]
Sent: Tuesday, May 28, 2013 3:52 PM
To: Toukta Phonharath - USCHIDOCEP
Cc: Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU; jk@taylorresources.com
Subject: long stay b/l 26005510205 /26005541206

Dear Toukta,

As you are probably aware there is great confusion in the China plastic scrap market due to the operation Green Fence policy enacted by the Chinese government. Our original consignee for this shipment has indicated material may not clear customs in Xingang. Every day this container collects more and more detention charges. We have another consignee lined up to take this container in Hong Kong and are requesting an economical rate so material may be unloaded from the container and MOL can have its container back. Can you help us.

Best Regards
Kerri Keith

Bridgewater Landing Inc.
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
To: bridgewater777@aol.com
Cc: Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
Sent: Thu, May 16, 2013 9:48 pm
Subject: RE: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Good Evening,

Please assist to advise.

Thank You,
Toukta Phonharath

Documentation Manager
MOL (America) Inc.
700 E. Butterfield Rd. Ste.250
Lombard, IL 60148

Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
Web: www.molpower.com

****Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM****

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, May 08, 2013 8:27 AM
To: Toukta Phonharath - USCHIDOCEP
Subject: Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Toukta,

I will let you know. Thanks

Kerri
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

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From: Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
To: bridgewater777@aol.com
Cc: mail.newjersey <mail.newjersey@mol-ips.com>; Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
Sent: Tue, May 7, 2013 8:30 pm
Subject: RE: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hi Kerri,

Please assist to advise any contact details you have for the Consignee so your destination office can contact them locally.

Thank You,
Toukta Phonharath

Documentation Manager
MOL (America) Inc.
700 E. Butterfield Rd. Ste.250
Lombard, IL 60148
Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
Web: www.molpower.com

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From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Monday, May 06, 2013 1:25 PM
To: Toukta Phonharath - USCHIDOCEP
Cc: MAIL NEWJERSEY; Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU
Subject: Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hello Toukta,

Thank you for the update. I am working on trying to reach the Consignee.

Thanks!
Kerri

In a message dated 5/6/2013 11:41:07 A.M. Eastern Daylight Time, Toukta.Phonharath@mol-liner.com writes:

Good Morning,

Just left a voicemail at 801-554-8703, please assist to check and advise or forward to the correct person in charge. The container landed in Xingang on 3-12 and we are unable to contact the Consignee.

Thank You,

Toukta Phonharath

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-800-449-7575

Email: toukta.phonharath@mol-liner.com

Web: www.molpower.com

Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM

From: Toukta Phonharath - USCHIDOCEP

Sent: Monday, April 22, 2013 10:46 AM

To: bridgewater777@aol.com

Cc: MAIL NEWJERSEY; Toukta Phonharath - USCHIDOCEP

Subject: RE: // reminder //: long stay b/l 26005510205

Good Morning,

Please find the below message from our destination office and assist to advise:

ATA XINGANG: MAR 12,2013

M/V: MOL LOIRE 8702B

SHPR: BRIDGEWATER LANDING INC.

CNEE: TIANJIN SHANHAI JIAFU COMMERCIAL TRADE CO., LTD.

Cnee still did not come to switch D/O although we sent arrival notice via fax & pushed them for many times. We checked with cnee's agent instead but they have no mind on this shpt. The phone no. on manifest is out of service now, pls urgently adv shpr to push cnee fm your side. Tks.

Thank You,

Toukta Phonharath

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-800-449-7575

Email: toukta.phonharath@mol-liner.com

Web: www.molpower.com

Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM

=

Grace Bae - USNYCRLI

From: Tony Lucas - USNYCSLS
Sent: Friday, May 31, 2013 10:38 AM
To: John Herbst
Cc: jk@taylorsresources.com; Andrew Thorning - USNYCSLSU
Subject: RE: long stay b/l 26005510205 /26005541206

Hi John,

This covers freight cost, but there may be other costs related to demurrage I can check on that for you and try to keep this to a minimum to get it moving.

Best regards,
Tony

From: John Herbst [mailto:John@taylorsresources.com]
Sent: Thursday, May 30, 2013 2:59 PM
To: Tony Lucas - USNYCSLS
Cc: jk@taylorsresources.com
Subject: FW: long stay b/l 26005510205 /26005541206

Dear Tony,

Thank you, over to Busan and then to Hong Kong would be good.

Please confirm rate is US\$1180 Per 45 Ctr each, DTHC Cost US\$355 Total and Doc Fee US\$50.00, Both containers are to be on the same B/L. Please advise dollar amount of any other fees and total so we can arrange authorization.

Best Regards
John Herbst
Taylors Resources Inc
PH: 908-668-4735 X 404

From: jk [mailto:jk@taylorsresources.com]
Sent: Thursday, May 30, 2013 2:48 PM
To: 'John Herbst'
Subject: FW: long stay b/l 26005510205 /26005541206

From: Tony.Lucas@mol-liner.com [mailto:Tony.Lucas@mol-liner.com]
Sent: Thursday, May 30, 2013 8:28 AM
To: bridgewater777@aol.com; Toukta.Phonharath@mol-liner.com
Cc: Andrew.Thorning@mol-liner.com; jk@taylorsresources.com
Subject: RE: long stay b/l 26005510205 /26005541206

Dear Keith,

Over Busan can be done, pls let us know:

Ex Xingang to Hong kong, via Busan transshipment
USD1180/45', Subj to Dest THC, DOC Fees.

Best regards,
Tony

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
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To: Tony Lucas - USNYCSLS; Toukta Phonharath - USCHIDOCEP
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Best Regards

Kerri Keith

Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

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To: [bridgewater777 <bridgewater777@aol.com>](mailto:bridgewater777@aol.com)
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Documentation Manager
MOL (America) Inc.
700 E. Butterfield Rd. Ste.250
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Tel: 801-554-8703
Fax: 732-865-7111

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From: Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>

To: [bridgewater777](mailto:bridgewater777@aol.com) <bridgewater777@aol.com>

Cc: [mail.newjersey](mailto:mail.newjersey@mol-ips.com) <mail.newjersey@mol-ips.com>; Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>

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Documentation Manager
MOL (America) Inc.
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Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
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Cc: MAIL NEWJERSEY; Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU

Subject: Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

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Documentation Manager
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M/V: MOL LOIRE 8702B

SHPR: BRIDGEWATER LANDING INC.

CNEE: TIANJIN SHANHAI JIAFU COMMERCIAL TRADE CO., LTD.

Cnee still did not come to switch D/O although we sent arrival notice via fax & pushed them for many times. We checked with cnee's agent instead but they have no mind on this shpt. The phone no. on manifest is out of service now, pls urgently adv shpr to push cnee fm your side. Tks.

Thank You,

Toukta Phonharath

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-800-449-7575

Email: toukta.phonharath@mol-liner.com

Web: www.molpower.com

****Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM****

=

Grace Bae - USNYCRLI

From: Tony Lucas - USNYCSLS
Sent: Wednesday, June 05, 2013 9:01 AM
To: John Herbst
Cc: jk@taylorsresources.com; Andrew Thorning - USNYCSLSSU
Subject: RE: long stay b/l 26005510205 /26005541206

John,

To MOL the only additional cost would be cntr detention :

26005510205: RMB37500
26005541206: RMB12300

Best regards,

Tony Lucas
MOL America Inc.
Tel 732-512-5212
Fax 732-512-5272
E-mail : Tony.lucas@mol-liner.com

From: John Herbst [<mailto:John@taylorsresources.com>]
Sent: Friday, May 31, 2013 11:14 AM
To: Tony Lucas - USNYCSLS
Cc: jk@taylorsresources.com; Andrew Thorning - USNYCSLSSU
Subject: RE: long stay b/l 26005510205 /26005541206

Dear Tony,

Thank you for all your great help, please come back to us with the other costs ASAP so we can get this thing moving.
Best Regards
John Herbst
Taylors Resources Inc
PH: 908-668-4735 X 404

From: Tony.Lucas@mol-liner.com [<mailto:Tony.Lucas@mol-liner.com>]
Sent: Friday, May 31, 2013 10:38 AM
To: John@taylorsresources.com
Cc: jk@taylorsresources.com; Andrew.Thorning@mol-liner.com
Subject: RE: long stay b/l 26005510205 /26005541206

Hi John,

This covers freight cost, but there may be other costs related to demurrage I can check on that for you and try to keep this to a minimum to get it moving.

Best regards,
Tony

From: John Herbst [<mailto:John@taylorsresources.com>]
Sent: Thursday, May 30, 2013 2:59 PM
To: Tony Lucas - USNYCSLS
Cc: jk@taylorsresources.com
Subject: FW: long stay b/l 26005510205 /26005541206

Dear Tony,

Thank you, over to Busan and then to Hong Kong would be good.

Please confirm rate is US\$1180 Per 45 Ctr each, DTHC Cost US\$355 Total and Doc Fee US\$50.00, Both containers are to be on the same B/L. Please advise dollar amount of any other fees and total so we can arrange authorization.

Best Regards
John Herbst
Taylors Resources Inc
PH: 908-668-4735 X 404

From: jk [<mailto:jk@taylorsresources.com>]
Sent: Thursday, May 30, 2013 2:48 PM
To: 'John Herbst'
Subject: FW: long stay b/l 26005510205 /26005541206

From: Tony.Lucas@mol-liner.com [<mailto:Tony.Lucas@mol-liner.com>]
Sent: Thursday, May 30, 2013 8:28 AM
To: bridgewater777@aol.com; Toukta.Phonharath@mol-liner.com
Cc: Andrew.Thorning@mol-liner.com; jk@taylorsresources.com
Subject: RE: long stay b/l 26005510205 /26005541206

Dear Keith,

Over Busan can be done, pls let us know:

Ex Xingang to Hong kong, via Busan transshipment
USD1180/45', Subj to Dest THC, DOC Fees.

Best regards,
Tony

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]
Sent: Wednesday, May 29, 2013 2:32 PM
To: Tony Lucas - USNYCSLS; Toukta Phonharath - USCHIDOCEP
Cc: Andrew Thorning - USNYCSLSU; jk@taylorsresources.com
Subject: Re: long stay b/l 26005510205 /26005541206

Dear Tony,

We are a little confused, does not MOL have service from Xingang to Honk Kong via Busan ? This is how we would like to move the material from Xingang to Hong Kong. It is not practical to de-van this material and transload into another shipping lines container. Please advise any other suggestion besides to de van the material or shipping it outside of China.

Best Regards

Kerri Keith

Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Tony.Lucas <Tony.Lucas@mol-liner.com>
To: bridgewater777 <bridgewater777@aol.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
Cc: Andrew.Thorning <Andrew.Thorning@mol-liner.com>; jk <jk@taylorsresources.com>
Sent: Wed, May 29, 2013 12:10 pm
Subject: RE: long stay b/l 26005510205 /26005541206

Dear Keith,

It looks like we are unable to carry China/Hong Kong coastal cargo as we do not have the operation rights. Perhaps an alternate country? but otherwise would suggest to strip the cntr as soon as possible.

Best regards,

Tony Lucas
MOL America Inc.
Tel 732-512-5212
Fax 732-512-5272
E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]
Sent: Tuesday, May 28, 2013 3:52 PM
To: Toukta Phonharath - USCHIDOCEP
Cc: Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU; jk@taylorsresources.com
Subject: long stay b/l 26005510205 /26005541206

Dear Toukta,

As you are probably aware there is great confusion in the China plastic scrap market due to the operation Green Fence policy enacted by the Chinese government. Our original consignee for this shipment has indicated material may not clear customs in Xingang. Every day this container collects more and more detention charges. We have another consignee lined up to take this container in Hong Kong and are requesting an economical rate so material may be unloaded from the container and MOL can have its container back. Can you help us.

Best Regards
Kerri Keith

Bridgewater Landing Inc.
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>

To: [bridgewater777 <bridgewater777@aol.com>](mailto:bridgewater777@aol.com)

Cc: Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>

Sent: Thu, May 16, 2013 9:48 pm

Subject: RE: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Good Evening,

Please assist to advise.

Thank You,

Toukta Phonharath

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-800-449-7575

Email: toukta.phonharath@mol-liner.com

Web: www.molpower.com

Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]

Sent: Wednesday, May 08, 2013 8:27 AM

To: Toukta Phonharath - USCHIDOCEP

Subject: Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Toukta,

I will let you know . Thanks

Kerri

Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

-----Original Message-----

From: Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>

To: [bridgewater777 <bridgewater777@aol.com>](mailto:bridgewater777@aol.com)

Cc: mail.newjersey <mail.newjersey@mol-ips.com>; Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>

Sent: Tue, May 7, 2013 8:30 pm

Subject: RE: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hi Kerri,

Please assist to advise any contact details you have for the Consignee so your destination office can contact them locally.

Thank You,

Toukta Phonharath

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250
Lombard, IL 60148
Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
Web: www.molpower.com

****Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM****

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]
Sent: Monday, May 06, 2013 1:25 PM
To: Toukta Phonharath - USCHIDOCEP
Cc: MAIL NEWJERSEY; Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU
Subject: Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hello Toukta,

Thank you for the update. I am working on trying to reach the Consignee.

Thanks!
Kerri

In a message dated 5/6/2013 11:41:07 A.M. Eastern Daylight Time, Toukta.Phonharath@mol-liner.com writes:

Good Morning,

Just left a voicemail at 801-554-8703, please assist to check and advise or forward to the correct person in charge. The container landed in Xingang on 3-12 and we are unable to contact the Consignee.

Thank You,
Toukta Phonharath

Documentation Manager
MOL (America) Inc.
700 E. Butterfield Rd. Ste.250
Lombard, IL 60148
Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
Web: www.molpower.com

****Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM****

From: Toukta Phonharath - USCHIDOCEP
Sent: Monday, April 22, 2013 10:46 AM
To: bridgewater777@aol.com
Cc: MAIL NEWJERSEY; Toukta Phonharath - USCHIDOCEP
Subject: RE: // reminder //: long stay b/l 26005510205

Good Morning,

Please find the below message from our destination office and assist to advise:

ATA XINGANG: MAR 12,2013

M/V: MOL LOIRE 8702B

SHPR: BRIDGEWATER LANDING INC.

CNEE: TIANJIN SHANHAI JIAFU COMMERCIAL TRADE CO., LTD.

Cnee still did not come to switch D/O although we sent arrival notice via fax & pushed them for many times. We checked with cnee's agent instead but they have no mind on this shpt. The phone no. on manifest is out of service now, pls urgently adv shpr to push cnee fm your side. Tks.

Thank You,

Toukta Phonharath

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-800-449-7575

Email: toukta.phonharath@mol-liner.com

Web: www.molpower.com

Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM

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Grace Bae - USNYCRLI

From: Tony Lucas - USNYCSLS
Sent: Wednesday, July 31, 2013 12:49 PM
To: bridgewater777@aol.com
Cc: Andrew Thorning - USNYCSLSU
Subject: RE: Detention days assistance request

Hi Patricia,

On these shipments we are sticking to only the allowed 14 days. I had tried to plead your case because if the issues you are running into related to China's green fence, but was told we will not offer any additional free time as this outside of our control.

Best regards,
Tony

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, July 31, 2013 9:12 AM
To: Tony Lucas - USNYCSLS
Subject: Fwd: Detention days assistance request

Good day Tony,

Do you have an answer for us on this regard?

Patricia Alfonso
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: bridgewater777 <bridgewater777@aol.com>
To: Tony Lucas <Tony.Lucas@mol-liner.com>
Cc: jk <jk@taylorresources.com>
Sent: Tue, Jul 16, 2013 1:43 pm
Subject: Re: Detention days assistance request

Good day Tony,

Sorry for the delay in our reply.

All containers have been affected by the "Operation Green Fence" conducted by the China Custom.

Should you need additional information, do not hesitate to inquire it.

Looking forward to your reply.

Regards,

Patricia Alfonso
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Tony.Lucas <Tony.Lucas@mol-liner.com>

To: bridgewater777 <bridgewater777@aol.com>

Cc: jk <jk@taylorsresources.com>

Sent: Tue, Jul 2, 2013 5:31 pm

Subject: RE: Detention days assistance request

Hi Patricia,

You have these cntrs out 6 weeks or more from the table you've just forwarded me is there any particular reason? Is that normal because it looks like it's almost every cntr you've moved within the last few mths.

Best regards,

Tony

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]

Sent: Tuesday, July 02, 2013 3:28 PM

To: Tony Lucas - USNYCSLS

Cc: jk@taylorsresources.com

Subject: Re: Detention days assistance request

Thank you Tony for your reply.

We acknowledge that as per contract we are granted 14 days destination free time, however would appreciate your assistance in expanding this period as much as possible.

Best regards,

Patricia Alfonso

Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

-----Original Message-----

From: Tony.Lucas <Tony.Lucas@mol-liner.com>

To: bridgewater777 <bridgewater777@aol.com>

Sent: Tue, Jul 2, 2013 3:20 pm

Subject: RE: Detention days assistance request

Hi Patricia,

Sorry I was out yesterday, the destination free time we could grant would be 14 days.

Best regards,

Tony Lucas

MOL America Inc.

Tel 732-512-5212

Fax 732-512-5272

E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]

Sent: Tuesday, July 02, 2013 11:04 AM

To: Tony Lucas - USNYCSLS
Subject: Fwd: Detention days assistance request

Good day Tony,

This is a friendly reminder for our request.

Regards,
Patricia Alfonso
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: bridgewater777 <bridgewater777@aol.com>
To: tony.lucas <tony.lucas@mol-liner.com>
Cc: jk <jk@taylorsresources.com>
Sent: Mon, Jul 1, 2013 5:33 pm
Subject: Detention days assistance request

Good day Tony,

Would like to request your assistance regarding free detention days MOL could grant to the following BL:

BL	ETA	Arrival date	Cargo relased	Empty return date
MOLU26005510205	6-Mar	12-Mar	yes	n/a
MOLU26005541206	9-Apr	16-Apr	yes	27-Jun
MOLU26005857982	1-May	1-May	yes	20-Jun
MOLU26005847198	1-May	1-May	yes	19-Jun
MOLU26005687079	1-May	1-May	no	14-Jun
MOLU26005850340	1-May	1-May	no	20-Jun
MOLU26005690473	1-May	1-May	no	14-Jun
MOLU26005704474	10-Apr	16-Apr	yes	14-May
MOLU26005676639	24-Apr	23-Apr	no	18-Jun

Should you have any question on this regard, please do not hesitate to contact us at your earliest convenience. We look forward to your prompt reply.

Regards,

Patricia Alfonso
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

Grace Bae - USNYCRLI

From: Toukta Phonharath - USCHIDOCEP
Sent: Monday, September 30, 2013 11:04 AM
To: bridgewater777@aol.com
Cc: MAIL NEWJERSEY; Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU; Toukta Phonharath - USCHIDOCEP
Subject: RE: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hello,

Please assist to advise, our destination office is still unable to contact the Consignee...

Thank You,
Toukta Phonharath

Documentation Manager
MOL (America) Inc.
700 E. Butterfield Rd. Ste.250
Lombard, IL 60148
Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
Web: www.molpower.com

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, May 08, 2013 8:27 AM
To: Toukta Phonharath - USCHIDOCEP
Subject: Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Toukta,

I will let you know . Thanks

Kerri
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
To: bridgewater777 <bridgewater777@aol.com>
Cc: mail.newjersey <mail.newjersey@mol-ips.com>; Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>
Sent: Tue, May 7, 2013 8:30 pm
Subject: RE: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hi Kerri,

Please assist to advise any contact details you have for the Consignee so your destination office can contact them locally.

Thank You,
Toukta Phonharath

Documentation Manager
MOL (America) Inc.
700 E. Butterfield Rd. Ste.250
Lombard, IL 60148
Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
Web: www.molpower.com

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From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Monday, May 06, 2013 1:25 PM
To: Toukta Phonharath - USCHIDOCEP
Cc: MAIL NEWJERSEY; Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU
Subject: Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hello Toukta,

Thank you for the update. I am working on trying to reach the Consignee.

Thanks!
Kerri

In a message dated 5/6/2013 11:41:07 A.M. Eastern Daylight Time, Toukta.Phonharath@mol-liner.com writes:

Good Morning,

Just left a voicemail at 801-554-8703, please assist to check and advise or forward to the correct person in charge. The container landed in Xingang on 3-12 and we are unable to contact the Consignee.

Thank You,
Toukta Phonharath

Documentation Manager
MOL (America) Inc.
700 E. Butterfield Rd. Ste.250
Lombard, IL 60148
Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
Web: www.molpower.com

Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM

From: Toukta Phonharath - USCHIDOCEP
Sent: Monday, April 22, 2013 10:46 AM

To: bridgewater777@aol.com
Cc: MAIL NEWJERSEY; Toukta Phonharath - USCHIDOCEP
Subject: RE: // reminder //: long stay b/l 26005510205

Good Morning,

Please find the below message from our destination office and assist to advise:

ATA XINGANG: MAR 12,2013
M/V: MOL LOIRE 8702B
SHPR: BRIDGEWATER LANDING INC.
CNEE: TIANJIN SHANHAI JIAFU COMMERCIAL TRADE CO., LTD.

Cnee still did not come to switch D/O although we sent arrival notice via fax & pushed them for many times. We checked with cnee's agent instead but they have no mind on this shpt. The phone no. on manifest is out of service now, pls urgently adv shpr to push cnee fm your side. Tks.

Thank You,
Toukta Phonharath

Documentation Manager
MOL (America) Inc.
700 E. Butterfield Rd. Ste.250
Lombard, IL 60148
Tel: 1-800-449-7575
Email: toukta.phonharath@mol-liner.com
Web: www.molpower.com

****Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM****

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Grace Bae - USNYCRLI

From: Tony Lucas - USNYCSLS
Sent: Tuesday, January 14, 2014 4:51 PM
To: bridgewater777@aol.com
Cc: Andrew Thorning - USNYCSLSSU
Subject: RE: contract

Hi Ana,

I was working with Patricia a while back on an outstanding issue that we would need your help on there was a cntr under b/I 26005510205 that arrived Xingang on March 12, 2013, that was never picked up by the consignee. Your company was trying to find another buyer but at some point we think have now given up on that and we would like to dispose of the cargo and get our equipment back and needed an abandonment letter from you as the shipper can you help us with that because my office in China would like to put a close to this case.

Best regards,

Tony Lucas
MOL America Inc.
Tel 732-512-5212
Fax 732-512-5272
E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Tuesday, January 14, 2014 11:52 AM
To: Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU
Subject: Re: contract

Hello Tony,

Yes, I will be replace her.
Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Tony.Lucas <Tony.Lucas@mol-liner.com>
To: bridgewater777 <bridgewater777@aol.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>
Sent: Fri, Jan 10, 2014 3:55 pm
Subject: RE: contract

Hi Ana,

Have you taken over for Patricia Alfonso ?

Best regards,

Tony Lucas

MOL America Inc.
Tel 732-512-5212
Fax 732-512-5272
E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, January 08, 2014 3:25 PM
To: Andrew Thorning - USNYCSLSSU
Cc: Tony Lucas - USNYCSLS
Subject: Re: contract

Andrew,

Thanks a lot.
Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Andrew Thorning <Andrew.Thorning@mol-liner.com>
To: bridgewater777@aol.com <bridgewater777@aol.com>
Cc: Tony Lucas <Tony.Lucas@mol-liner.com>
Sent: Wed, Jan 8, 2014 2:41 pm
Subject: RE: contract

Afternoon Ana,

Apologies, please find herein.
Let me know if any additional questions.

Thanks & regards,
Andrew L. Thorning - USNYCSLSSU
Sales Support Administrator
MOL America, Inc.
10 Woodbridge Center Drive
Suite 900
Woodbridge, NJ 07095
P - 732.512.5343
F - 732.512.5272
andrew.thorning@mol-liner.com

MOL Customer Service hot line 800.449.7575

*** Please also visit us at www.molpower.com for schedules, tracking & tracing, surcharges, custom reports and more!

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, January 08, 2014 2:37 PM
To: Andrew Thorning - USNYCSLSSU
Subject: Fwd: contract

Andrew,

Can you send the contract to me? Thanks
Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703

Fax: 732-865-7111

-----Original Message-----

From: bridgewater777 <bridgewater777@aol.com>

To: andrew.thorning <andrew.thorning@mol-liner.com>

Sent: Tue, Jan 7, 2014 12:53 pm

Subject: contract

Andrew,

I am new in this company. Can you send our contract (plastic scraps , paper in roll , waste paper, wax, etc..) ? Thanks a lot.

Ana Greenstein

Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

Grace Bae - USNYCRLI

From: Tony Lucas - USNYCSLS
Sent: Thursday, January 23, 2014 3:03 PM
To: bridgewater777@aol.com
Cc: Andrew Thorning - USNYCSLSSU
Subject: RE: contract

Hi Ana,
Let us know if you have anything for us on this one?

Best regards,
Tony

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, January 15, 2014 4:54 PM
To: Tony Lucas - USNYCSLS
Cc: Andrew Thorning - USNYCSLSSU
Subject: Re: contract

Tony,

I will forward this email to our manager. Once I got answer I will get back to u. Thanks

Ana

Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

-----Original Message-----

From: Tony Lucas <Tony.Lucas@mol-liner.com>

To: bridgewater777@aol.com

Cc: Andrew Thorning <Andrew.Thorning@mol-liner.com>

Sent: Tue, Jan 14, 2014 4:51 pm

Subject: RE: contract

Hi Ana,

I was working with Patricia a while back on an outstanding issue that we would need your help on there was a cntr under b/l 26005510205 that arrived Xingang on March 12, 2013, that was never picked up by the consignee. Your company was trying to find another buyer but at some point we think have now given up on that and we would like to dispose of the cargo and get our equipment back and needed an abandonment letter from you as the shipper can you help us with that because my office in China would like to put a close to this case.

Best regards,

Tony Lucas

MOL America Inc.

Tel 732-512-5212

Fax 732-512-5272

E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Tuesday, January 14, 2014 11:52 AM

To: Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU
Subject: Re: contract

Hello Tony,

Yes, I will be replace her.

Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Tony.Lucas <Tony.Lucas@mol-liner.com>
To: bridgewater777 <bridgewater777@aol.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>
Sent: Fri, Jan 10, 2014 3:55 pm
Subject: RE: contract

Hi Ana,

Have you taken over for Patricia Alfonso ?

Best regards,

Tony Lucas
MOL America Inc.
Tel 732-512-5212
Fax 732-512-5272
E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]
Sent: Wednesday, January 08, 2014 3:25 PM
To: Andrew Thorning - USNYCSLSSU
Cc: Tony Lucas - USNYCSLS
Subject: Re: contract

Andrew,

Thanks a lot.
Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Andrew.Thorning <Andrew.Thorning@mol-liner.com>
To: bridgewater777 <bridgewater777@aol.com>
Cc: Tony.Lucas <Tony.Lucas@mol-liner.com>
Sent: Wed, Jan 8, 2014 2:41 pm
Subject: RE: contract

Afternoon Ana,

Apologies, please find herein.
Let me know if any additional questions.

Thanks & regards,
Andrew L. Thorning - USNYCSLSSU
Sales Support Administrator

MOL America, Inc.
10 Woodbridge Center Drive
Suite 900
Woodbridge, NJ 07095
P - 732.512.5343
F - 732.512.5272
andrew.thorning@mol-liner.com

MOL Customer Service hot line 800.449.7575

*** Please also visit us at www.molpower.com for schedules, tracking & tracing, surcharges, custom reports and more!

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]
Sent: Wednesday, January 08, 2014 2:37 PM
To: Andrew Thorning - USNYCSLSU
Subject: Fwd: contract

Andrew,

Can you send the contract to me? Thanks

Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: [bridgewater777 <bridgewater777@aol.com>](mailto:bridgewater777@bridgewater777@aol.com)
To: [andrew.thorning <andrew.thorning@mol-liner.com>](mailto:andrew.thorning@andrew.thorning@mol-liner.com)
Sent: Tue, Jan 7, 2014 12:53 pm
Subject: contract

Andrew,

I am new in this company. Can you send our contract (plastic scraps , paper in roll , waste paper, wax, etc..) ? Thanks a lot.

Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

Grace Bae - USNYCRLI

From: Tony Lucas - USNYCSLS
Sent: Thursday, February 13, 2014 4:17 PM
To: bridgewater777@aol.com
Cc: Andrew Thorning - USNYCSLSSU; jk@taylorsresources.com; jack@taylorsresources.com
Subject: RE: B/L 26005510205

Dear Kerri,

My China office requested if you can provide a copy of the sales contract as evidence of your collection of cargo value from the consignee? They need such documents to take legal action against the consignee in China.

Thanks/Regards,

Tony

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Monday, February 03, 2014 4:43 PM
To: Tony Lucas - USNYCSLS
Cc: Andrew Thorning - USNYCSLSSU; jk@taylorsresources.com; jack@taylorsresources.com
Subject: B/L 26005510205

Tony,

In response to the container that was shipped under b/l 26005510205 that arrived in Xingang on March 12, 2013 that was never picked up by the consignee. Please be advised that Bridgewater Landing sent the telex release and received confirmation as well. Therefore at that point Bridgewater Landing does not own the material and Bridgewater Landing CAN NOT give an abandonment letter for the material as it was sold and released to the consignee at that point.

Kerri

Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

-----Original Message-----

From: Tony Lucas <Tony.Lucas@mol-liner.com>
To: bridgewater777 <bridgewater777@aol.com>
Cc: Andrew Thorning <Andrew.Thorning@mol-liner.com>
Sent: Thu, Jan 23, 2014 3:03 pm
Subject: RE: contract

Hi Ana,

Let us know if you have anything for us on this one?

Best regards,
Tony

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, January 15, 2014 4:54 PM

To: Tony Lucas - USNYCSLS
Cc: Andrew Thorning - USNYCSLSSU
Subject: Re: contract

Tony,

I will forward this email to our manager. Once I got answer I will get back to u. Thanks

Ana

Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

-----Original Message-----

From: Tony.Lucas <Tony.Lucas@mol-liner.com>

To: [bridgewater777 <bridgewater777@aol.com>](mailto:bridgewater777@aol.com)

Cc: Andrew.Thorning <Andrew.Thorning@mol-liner.com>

Sent: Tue, Jan 14, 2014 4:51 pm

Subject: RE: contract

Hi Ana,

I was working with Patricia a while back on an outstanding issue that we would need your help on there was a cntr under b/l 26005510205 that arrived Xingang on March 12, 2013, that was never picked up by the consignee. Your company was trying to find another buyer but at some point we think have now given up on that and we would like to dispose of the cargo and get our equipment back and needed an abandonment letter from you as the shipper can you help us with that because my office in China would like to put a close to this case.

Best regards,

Tony Lucas

MOL America Inc.

Tel 732-512-5212

Fax 732-512-5272

E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [<mailto:bridgewater777@aol.com>]

Sent: Tuesday, January 14, 2014 11:52 AM

To: Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU

Subject: Re: contract

Hello Tony,

Yes, I will be replace her.

Ana Greenstein

Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

-----Original Message-----

From: Tony.Lucas <Tony.Lucas@mol-liner.com>

To: [bridgewater777 <bridgewater777@aol.com>](mailto:bridgewater777@aol.com); Andrew.Thorning <Andrew.Thorning@mol-liner.com>

Sent: Fri, Jan 10, 2014 3:55 pm

Subject: RE: contract

Hi Ana,

Have you taken over for Patricia Alfonso ?

Best regards,

Tony Lucas
MOL America Inc.
Tel 732-512-5212
Fax 732-512-5272
E-mail : Tony.lucas@mol-liner.com

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, January 08, 2014 3:25 PM
To: Andrew Thorning - USNYCSLSSU
Cc: Tony Lucas - USNYCSLS
Subject: Re: contract

Andrew,

Thanks a lot.
Ana Greenstein
Bridgewater Landing Inc
Tel: 801-554-8703
Fax: 732-865-7111

-----Original Message-----

From: Andrew.Thorning <Andrew.Thorning@mol-liner.com>
To: bridgewater777@aol.com
Cc: Tony.Lucas <Tony.Lucas@mol-liner.com>
Sent: Wed, Jan 8, 2014 2:41 pm
Subject: RE: contract

Afternoon Ana,

Apologies, please find herein.
Let me know if any additional questions.

Thanks & regards,
Andrew L. Thorning - USNYCSLSSU
Sales Support Administrator
MOL America, Inc.
10 Woodbridge Center Drive
Suite 900
Woodbridge, NJ 07095
P - 732.512.5343
F - 732.512.5272
andrew.thorning@mol-liner.com

MOL Customer Service hot line 800.449.7575

*** Please also visit us at www.molpower.com for schedules, tracking & tracing, surcharges, custom reports and more!

From: bridgewater777@aol.com [mailto:bridgewater777@aol.com]
Sent: Wednesday, January 08, 2014 2:37 PM
To: Andrew Thorning - USNYCSLSSU
Subject: Fwd: contract

Andrew,

Can you send the contract to me? Thanks
Ana Greenstein
Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

-----Original Message-----

From: bridgewater777 <bridgewater777@aol.com>

To: andrew.thorning <andrew.thorning@mol-liner.com>

Sent: Tue, Jan 7, 2014 12:53 pm

Subject: contract

Andrew,

I am new in this company. Can you send our contract (plastic scraps , paper in roll , waste paper, wax, etc..) ? Thanks a lot.

Ana Greenstein

Bridgewater Landing Inc

Tel: 801-554-8703

Fax: 732-865-7111

**BEFORE THE
FEDERAL MARITIME COMMISSION**

LCL Logistix (India) Pvt. Ltd. dba LCL Lines ("LCL")

Docket No. _____

PETITION FOR A DECLARATORY ORDER

I. Summary of Petition

Pursuant to the Federal Maritime Commission's ("Commission") Rules of Practice and Procedure, 46 C.F.R. §502.68, LCL Logistix (India) Pvt. Ltd. dba LCL Lines ("LCL"), a non-vessel-operating common carrier licensed by the Commission (License No. 021538N) requests that the Commission issue a declaratory order to remove uncertainty and terminate a controversy in regard to the justness and reasonableness of the demurrage practices of Mediterranean Shipping Company ("MSC").

This Petition is directed to manners involving conduct or activity regulated by the Commission under the Shipping Act of 1984 ("Shipping Act"). The controversy giving rise to the need for a declaratory order has arisen in a proceeding in the United States District for the Southern District of New York in which MSC has sued LCL for demurrage charges.

Mediterranean Shipping Company v. LCL Logistix (India) Pvt. Ltd., dba LCL Lines, 14 Civ. 2037 (KPF) (S.D.N.Y.). The question on which LCL seeks a Declaratory Order from the Commission is whether it is a reasonable practice for MSC to wait to assert a claim for demurrage on containers for more than three years after the parties with an interest in the goods abandoned the cargo in those containers and authorized MSC to dispose of it, when MSC's delay resulted in the accrual of demurrage charges exceeding \$230,000.00, which is many times greater than the value of the containers themselves.

II. Statement of Facts

1. On or about November 14, 2010, LCL tendered a shipment of goods in a 40 foot high cube container to MSC for shipment from Chicago, Illinois through the Port of New York to the Port of Mundra, India with a place of delivery at Tughlakabad, India - - inland container depot (the "First Shipment"). MSC issued a bill of lading for this shipment showing LCL Lines as the shipper and LCL Logistix Pvt Ltd. as the consignee. This shipment arrived in Tughlakabad, India on or about December 29, 2010. The MSC bill of lading for this shipment is attached as Exhibit 1.

2. On or about November 21, 2010, LCL tendered a shipment of goods in a 40 foot high cube container to MSC for shipment from Chicago, Illinois through the Port of New York to the Port of Mundra, India with a place of delivery at Tughlakabad, India - - inland container depot (the "Second Shipment"). MSC issued a bill of lading for this shipment showing LCL Lines as the shipper and LCL Logistix Pvt Ltd. as the consignee. This shipment arrived in Tughlakabad, India on or about January 12, 2011. The MSC bill of lading for this shipment is attached as Exhibit 2.

3. LCL issued its own house bills of lading for both of these shipments. House Bill of Lading No. 017050 was issued for the First Shipment. House Bill of Lading No. 002575 was issued for the Second Shipment. Both shipments showed Goindustry USA Inc. ("Goindustry"), 11425 Cronhill Drive, Suite A, Owings Mills, Maryland 2117 as the shipper and Bajaj Holographics India Pvt. Ltd. ("Bajaj Holographics"), Plot No. 150, Sector - 6, IMT Manesar, Guragon, Haryana, India as the consignee. The LCL bills of lading are attached as Exhibit 3.

4. On December 29, 2010, MSC's agent in India, MSC Agency (India) Pvt. Ltd. issued a Provisional Debit Note / Freight Bill directly to Bajaj Holographics for the First Shipment. A copy of this document is attached as Exhibit 4.

5. On January 20, 2011, MSC's agent issued a Provisional Debit Note / Freight Bill directly to Bajaj Holographics for the Second Shipment. A copy of this document is attached as Exhibit 5.

6. MSC continued to correspond directly with Bajaj Holographics about these shipments. On February 9, 2011, MSC sent an email to Mr. Suresh of Bajaj Holographics regarding the Second Shipment stating: "Please revert on below message. Please note below shipment is also uncleared. Kindly confirm when it will be cleared." A copy of this email is attached as Exhibit 6.

7. On January 27, 2011, MSC wrote to LCL that cargo in the First Shipment needed to be picked up within 15 days and that failure to do so constituted LCL's "explicit agreement that the said cargo will be placed by us under the custody of the relevant Authority for further handling per pertinent prescriptions of the law, such as destruction, salvage sale by public auction, confiscation etc." The notice provided that the demurrage charges were USD \$944. A copy of the correspondence is attached as Exhibit 7.

8. On February 10, 2011, MSC sent an email to both Messrs. Suresh and Kapil of Bajaj Holographics about the two shipments. This email stated: "Kindly comment on both the containers, its been many days now contianers (*sic*) lying in port. Need ur (*sic*) urgent revert upto (*sic*) when it would be clered (*sic*)." A copy of this email is attached as Exhibit 8.

9. On February 15, 2011, MSC sent an email to Mr. Kapil of Bajaj Holographics asking Bajaj Holographics to "please confirm that (*sic*) when you will clear the below shipments." A copy of this email is attached as Exhibit 9.

10. On March 2, 2011, Captain Khurana of LCL sent an email to MSC attaching a letter from Bajaj Holographics addressed to MSC referencing both shipments and stating as follows:

Please make a note that subject containers won't be able to clear the goods due to some misdeclarations by shipper in commodity. So kindly auction out the same.

In Captain Khurana's email attaching this letter he stated as follows:

Attached is the message we received from the consignee for the subject shipment. Please go ahead and auction the cargo to collect your dues.

A copy of this letter and the email are attached as Exhibit 10.

11. On March 8, 2011, MSC sent Captain Khurana an email stating:

Please respond and advise how the shipper wishes to proceed. Do you wish to issue a declaration of abandonment as well? If so, please provide on the shipper's letterhead the following.

In order to formally abandon the cargo, the shipper of contract (*sic*) will need to furnish a standard letter of abandonment (LOA) on company letterhead, stating acknowledgment of the following:

With reference to bill of lading and container number(s) you, as shipper, are abandoning the cargo and passing the right of disposing of the cargo to MSC.

Cargo will be auctioned, disposed or destroyed and all pending charges and any additional costs involved until the disposal is completed and finished will be on your account.

The LOA will only extinguish your rights over the goods and not your liabilities under the contract of carriage.

Upon receipt of your LOA we will approach our principals for possible settlement offer in order to stop the incrementing costs and close this case.

A copy of this email is attached as Exhibit 11.

12. Captain Khurana responded on March 15, 2011 stating: "The box has been abandoned and you should auction the cargo to get your charges. You should exercise your lien on the goods." A copy of this email is attached as Exhibit 12.

13. MSC responded the same day telling Captain Khurana that "this is not an acceptable Letter of Abandonment. We need a letter on LCL Lines letterhead following the below guidelines." These "guidelines" were the same as those set forth in MSC's email of March 8, 2011 set forth in Paragraph 11 above. A copy of this email is attached as Exhibit 13.

14. Captain Khurana responded to MSC the same day with the following message:

You have the letter from the Cargo Owner. Attached again for your ready reference. We are the Forwarding Agent and not the owner of the cargo.

Based on the attached letter, please exercise your rights on the cargo and do the needful. By writing us again and again, you are wasting time and delaying release of your equipment.

A copy of this email is attached as Exhibit 14.

15. On October 19, 2011, MSC sent an email to LCL stating in relevant part that:

Please note that we confirm your consignee issued a letter of abandonment to MSC however, we need an official letter from the shipper of record LCL LINES on their letterhead in order to process as "do the needful under your normal practice for unclear goods." MSC is currently waiting for customs to take possession of this cargo to auction same.

A copy of this email is attached as Exhibit 15.

16. Pursuant to Section 45 of the Indian Customs Act, 1962 ("Indian Customs Act"), MSC was the custodian of the goods in both the First Shipment and Second Shipment. See Opinion of Advocate Joy Thattil Ittoop, attached as Exhibit 16.

17. Section 48 of the Indian Customs Act, provides as follows:

If any goods brought into India from a place outside India are not cleared for home consumption or warehoused or transshipped within thirty days from the date of unloading thereof at a customs station or within such further time as the proper officer may allow or if the title to any imported is relinquished, such goods may, after notice to the importer and with the permission of the proper officer be sold by the person having the custody thereof ...

18. Section 20.3 (Notification and Delivery) of MSC's bills of lading covering the First and Second Shipments provides as follows:

If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or otherwise become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at its discretion and without prejudice to any other rights which it may have against the Merchant, without notice and without any responsibility attaching to it, sell, abandon or otherwise dispose the Goods at the sole risk of the Merchant and apply any proceeds of sale in reduction of the sums due to Carrier from the Merchant or in connection with this Bill of Lading.

19. Section 7 (Carrier's Lien) of MSC's bills of lading covering the First and Second Shipments provides as follows:

The Carrier, its servants or agents shall have a lien on the Goods and any document relating thereto for Freight ... The Carrier shall have the right to sell any Goods liened by public auction or private treaty, without notice to the Merchant.

MSC's bill of lading defines (in Section 1) "freight" as including "the freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading, including storage, per diem and demurrage."

20. Notwithstanding the abandonment of the goods and authorization to sell them from Bajaj Holographic and LCL as well as its clear legal authority to dispose of the goods in these two shipments under the Indian Customs Law and the terms and conditions of its bill of lading, MSC has taken no steps for over three years to dispose of the goods or reclaim its containers.

21. On March 24, 2014, MSC filed a lawsuit in the United States District Court for the Southern District of New York seeking recovery of in excess of \$230,000.00 in demurrage charges as well as for additional demurrage charges which, according to MSC's complaint, continue to accrue as the container(s) have yet to be retrieved. A copy of the Complaint is attached as Exhibit 17.

The Controversy

MSC has asserted in the Complaint it has filed against LCL in the U.S. District Court for the Southern District of New York that LCL owes in excess of \$230,000 for demurrage fees on two containers. LCL contends that MSC's failure to dispose of the goods in those containers for three years and counting after they were abandoned by the Indian importer and LCL, despite MSC's authority under the Indian Customs Act as well as the terms and conditions of its bill of lading contracts to sell the goods, and despite MSC's obligation to mitigate its damages, is an unjust and unreasonable practice in violation of Section 10(d)(1) of the Shipping Act, 46 U.S.C. § 41102(c). This is clearly an actual controversy arising directly under the Shipping Act for which the Commission is the appropriate forum for resolving the issue. Concurrently with the filing of this Petition with the Commission, LCL is filing a motion with the Court seeking a referral of this issue to the Commission pursuant to the doctrine of primary jurisdiction. A copy of that motion is attached hereto as Exhibit 18.

MSC's Unjust and Unreasonable Practices

As set forth in the Statement of Facts, MSC transported the two shipments at issue from the United States to Tughlakabad, India. As the carrier of the goods, MSC became their

custodian under Section 45 of the Indian Customs Act. *See* Exhibit 16A. The two shipments arrived on December 29, 2010 and January 12, 2011, respectively. On March 2, 2011, LCL sent MSC a letter from the Indian importer of the goods, Bajaj Holographic, abandoning both shipments. In its email covering the letter, LCL instructed MSC to sell the goods in these shipments pursuant to its lien, referencing Bajaj Holographics' intention not to clear them through Indian customs. (Exhibit 10) Thus, within 63 and 50 days, respectively, of the two shipments' arrival dates, MSC had clear notice that the only parties with an interest in the goods had relinquished all of their rights in them and instructed MSC to sell them.

MSC had clear authority to sell the goods. Indeed, in its correspondence to LCL dated January 27, 2011, MSC acknowledged that it had the authority to place the cargo with Indian Customs for "salvage sale, by public auction." *See* Exhibit 7. Under Section 48 of the Indian Customs Act, MSC had the right as the custodian of the goods to sell them with the permission of the Indian customs authorities.¹ And, if both Bajaj Holographics' and LCL's abandonment of the goods was not sufficient to give MSC the authority to dispose of them – which they were – MSC manifestly had adequate authority under its bill of lading and carrier's lien to sell them. MSC, however, failed to take any steps to dispose of the goods. Rather, it contented itself with sending notices to LCL for the next three years demanding payment of increasingly higher demurrage charges. When LCL responded to those notices by reminding MSC that the cargo had already been abandoned, MSC stated that LCL's notice of abandonment was not acceptable unless it appeared in a format acceptable to MSC. Finally, MSC has filed suit against LCL claiming demurrage charges approaching a quarter million dollars.

¹ Equally clearly, LCL as an NVOCC not having physical custody of the goods had no right to dispose of the goods in any manner.

MSC's actions are not just or reasonable in a number of respects. First and foremost, MSC did absolutely nothing when it had the power and authority to dispose of the cargo in the two containers. Clearly, a reasonable carrier would have understood that, as the only party with the ability to get rid of the cargo and reclaim its containers, it had a duty to pursue all avenues to accomplish that result, particularly when there was a road map in the Indian Customs Act showing what MSC had to do. This is not a case where MSC tried and failed to obtain permission from Indian customs authorities to dispose of the cargo. It never even made the effort. As MSC confirmed to LCL in October, 2011, it simply waited for Indian customs to auction the cargo and release the containers. (Exhibit 15) Presumably, MSC is still waiting for this to happen.

Further, MSC cannot claim that it was unsure about whether the cargo had been abandoned by Bajaj Holographics and LCL. MSC was given written notice by both companies instructing it to "auction the cargo." (Exhibit 10) MSC admitted that Bajaj Holographics' instruction to auction the cargo was a letter of abandonment. (Exhibit 15) It refused, however, to treat the identical instruction from LCL in similar fashion. Instead, MSC took the position that it would not honor LCL's abandonment of the shipments until LCL completed MSC's standard letter of abandonment which required LCL to accept responsibility for "all the pending and additional charges." This is clearly unreasonable. Either LCL was already responsible for the pending and additional charges as a party to the MSC bills of lading, in which case requiring LCL to sign MSC's standard letter of abandonment was meaningless, or LCL was not responsible for those charges, in which case requiring LCL to sign the standard letter giving up its rights or face a demurrage claim for a quarter of a million dollars was extortionate.

The requirements for abandonment in maritime law are clear. “[A] valid abandonment occurs through the act of deserting property without hope of recovery or intention of returning to it. See 3A Norris, Benedict on Admiralty § 134 (7th ed. 1980)” *Nunley v. M/V Dauntless Colocotronis*, 863 F.2d 1190, 1198 (5th Cir. 1989); see also *Jiri Mucha v. Charles King*, 792 F.2d 602, 610 (7th Cir. 1986) (“Abandonment is a voluntary relinquishment of rights ...”). There is no requirement in the law of abandonment that any special form of words or particular documents be used to effect a genuine abandonment. MSC’s failure to recognize and act upon LCL’s clear abandonment of these two shipments is, in the circumstances, unjust and unreasonable.

Moreover, MSC had an obligation to mitigate its damages. *Rose International, Inc. v. Overseas Moving Network International, Ltd.*, 29 S.R.R. 119, 191 (FMC 2001) (“Mitigation is a principle used in damages analysis to prevent a party from recovering damages for losses it could have reasonably avoided without an undue risk or burden, and is one applied by the Commission.”) The law is clear that an injured party cannot simply wait and let its damages accrue. It must take steps to avoid any extra damages as part of the implied covenant of good faith and fair dealing that is a part of every contract. See *Adair v. Penn-Nordic Lines, Inc.*, 26 S.R.R. 11, 20-21 (I.D. 1991). In contrast, here MSC is simply sitting on its damages and allowing them to multiply beyond any reasonable measure. It certainly would not have suffered any undue risk or burden by attempting to comply with the requirements of the Indian Customs Act to dispose of the goods in the two containers at issue.

Finally, the unreasonableness of MSC’s practices in this case is highlighted by the enormous magnitude of the difference between the demurrage charges MSC is claiming from LCL and the value of the containers for which those charges are being claimed. MSC itself values its 40 foot high cube containers at \$5,400 each. See MSC Container Interchange

Agreement at 8, attached as Exhibit 19. Thus, MSC could have simply disposed of or destroyed the containers in question and purchased or leased replacement equipment for prices that probably would not have exceeded \$11,000. As an ocean carrier that buys or leases containers in bulk, MSC undoubtedly can obtain containers even more cheaply than this. How then, can asserting a claim for almost a quarter of a million dollars for the loss of use of these containers be considered reasonable?

In sum, the demurrage and related charges MSC is demanding that LCL pay have accumulated as a result of MSC's own, intentional actions. As the Commission has clearly held, "the practice of billing for demurrage resulting from carrier fault . . . is unjust and unreasonable." *Plaza Provision v. Maritime Services*, 17 F.M.C. 47, 51 (1973). There is no question that MSC has failed to take the actions it was clearly authorized by Indian law and its bill of lading to pursue to dispose of the goods and reclaim its containers many years ago. It should not be permitted to unjustly benefit from its own unreasonable practices.

The Filed Rate Doctrine Does Not Excuse MSC's Actions

MSC may argue that it is required, pursuant to the filed rate doctrine, to collect the demurrage charges as set forth in its tariff. As the Commission has made clear, however, it is not a derogation of the filed rate doctrine to find a carrier has violated other, substantive sections of the Shipping Act such as Section 10(d)(1). *Total Fitness Equipment d/b/a/ Professional Gym v. Worldlink Logistics*, 28 S.R.R. 534 (FMC 1998). There, the Commission found that "[t]he filed rate doctrine does not function as a carte blanche to justify whatever action the carrier deems is appropriate" *Id.* at 539. Similarly, here, MSC should not be allowed to engage in unjust and unreasonable practices and then hide behind the filed rate doctrine to collect an exorbitant amount of money that is out of all proportion to any legitimate damages it may have suffered.

Moreover, MSC has not filed the demurrage charges it is seeking to collect from LCL in its tariff published pursuant to the Shipping Act. There are, in fact, no provisions in that tariff regarding demurrage charges in India. Rather, it appears that MSC is relying on a local Indian tariff, a copy of which is attached hereto as Exhibit 20. Section 10(b)(2)(A) of the Shipping Act, however, prohibits carriers such as MSC from providing services that are "not in accordance with the rates, charges, classifications, rules and practices contained in a tariff published . . . under Chapter 405 of [the Shipping Act]." 46 U.S.C. §41104(2)(A). In its lawsuit, MSC is attempting to do precisely what the Shipping Act prohibits. Manifestly, it is an unjust and unreasonable practice for a carrier to blatantly violate the Shipping Act in seeking compensation from a shipper at rates not included in its publicly filed tariff.

**MSC's Attempt to Collect Penal Demurrage Charges
Is Also an Unjust and Unreasonable Practice**

As can be seen from Exhibit 20, the demurrage charges MSC is seeking to collect from LCL pursuant to its local Indian tariff provide, with respect to 40 foot high cube containers such as those at issue, for a free time of 5 calendar days and, after that, demurrage charges for a 1st period of 7 days at \$44 per day, then for a 2nd period of 10 days at \$90 per day and thereafter, charges at \$135 per day. In past cases, the Commission has presumed that the first period demurrage charges "represents a compensatory charge" and that charges for the second and subsequent periods "are penal to the extent of the excess of those charges over charges for the first period" *Free Time and Demurrage Charges - - New York*, 3 U.S.M.C. 89, 109 (1948); *Midland Metals Corp. v. Mitsui O.S.K. Line*, 15 F.M.C. 193, 199 (1972). Consequently, any charges by MSC for demurrage in excess of the \$44 daily rate for the first period should be considered penal. When, as is the case here, the consignee cannot take any actions to claim or

dispose of the cargo to stop demurrage from running, the Commission has held that the carrier cannot impose the penal element of the demurrage of its demurrage charges. *Id.* Because LCL was not the owner or importer of the goods into India, it had no rights to handle or dispose of the goods under the Indian Customs Act, 1962. Therefore, even if MSC were entitled to collect demurrage charges, in whole or in part, from LCL - - which it is not - - it would not be authorized to collect the penal amount of those charges. Thus, to the extent MSC is demanding that penal portion of its demurrage charges, it is also engaging in an unjust and unreasonable practice.

III. CONCLUSION

For all of the foregoing reasons, LCL respectfully requests that this petition be granted and that the Commission issue an order declaring that the demurrage practices described in this petition are unjust and unreasonable in violation of Section 10(d)(1) of the Shipping Act of 1984; 46 U.S.C. § 41102(c).

Respectfully submitted,



David P. Street
Brendan Collins
GKG Law, P.C.
1054 Thirty-First Street, NW
Washington, DC 20007
Telephone: 202/342-5200
Facsimile: 202/342-5219
Email: dstreet@gkglaw.com
bcollins@gkglaw.com


Attorneys for LCL Logistix (India) Pvt. Ltd.
dba LCL Lines

DATE: August 4, 2014

CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of August, 2014, I served the foregoing via U.S. mail, first class postage prepaid, as follows:

Paul J. Rutigliano, Esq.
Lindsay A. Sakal, Esq.
John A. Orzel, Esq.
570 Lexington Avenue, 8th Floor
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**Factual Inaccuracies involving
LCL Logistix (India) Pvt. Ltd. dba LCL Lines ("LCL"); FMC Docket No. 14-11**

Throughout the LCL Petition, the Petitioner asserts that under the Indian Customs Act, the carrier (MSC) became the "custodian of the goods" in question. Similarly, throughout its own Complaint, the Complainant makes sweeping statements, without reference to any citations, that under the "Chinese Customs Act," MOL became the "custodian" of the shipment and had authority to sell the goods.

The Petitioner in *LCL* alleges "MSC had taken no steps for over three years to dispose of the goods or reclaim its containers." In the same fashion, the Complainant alleges that MOL "wait[ed] to assert a claim for demurrage/detention on a container for more than three years after the parties with an interest in the goods abandoned the cargo in those containers and attempted to provide assistance to MOL to dispose of it..." notwithstanding evidence illustrating the Complainant refused to provide MOL with a letter of abandonment.

The allegations contained in paragraph 7 of the Complaint are a replica of the language of paragraph 21 in the LCL Petition, and erroneously allege MOL's pending action before the Superior Court of New Jersey demands "additional demurrage charges which ... continue to accrue as the container(s) have yet to be retrieved." The foregoing is clearly contrary to the facts.

Under the section entitled "The Controversy" in both the Complaint and the LCL Petition, the Complainant and the Petitioner both allege that "[c]oncurrently with the filing of this Petition [informal complaint] with the Commission, LCL [BLI] is filing a motion with the Court seeking a referral of this issue to the Commission pursuant to the doctrine of primary jurisdiction. A copy of that motion is attached hereto as Exhibit" In fact, the referenced exhibit in the Complaint is simply a copy of a letter the Complainant addresses to the judge in the New Jersey Superior Court action dated May 3, 2016 requesting, *inter alia*, a dismissal of the case. Nowhere does the said letter request the court for a "referral of this issue to the Commission."

In the first paragraphs under the section entitled "MSC's Unjust and Unreasonable Practices" in the LCL Petition, as well as the section entitled "MOL's Unjust and Unreasonable Practices" in the Complaint, both the Petitioner and the Complainant allege that in their emails, the carrier in question were instructed to "sell the goods in [the] shipment pursuant to [] lien." Specifically, the Complainant refers to Exhibit 8 of its Complaint. However, Exhibit 8 clearly shows that in an email from the Complainant to MOL on May 28, 2013, the Complainant states the following: "We have another consignee lined up to take this container in Hong Kong and are requesting an economical rate so material may be unloaded from the container...."

In the second paragraph of the section entitled "MOL's Unjust and Unreasonable Practices," the Complainant again mirrors the allegations contained in the corresponding paragraph in the LCL Petition, stating, "Rather, it contented itself with sending notices to BLI after two years demanding payment of increasingly higher detention charges." The foregoing allegation is

contrary to the Complainant's earlier position that MOL had waited for "more than three years" to assert its claim.

Footnote 1 of the LCL Petition states: "Equally clearly, LCL as an NVOCC not having physical custody of the goods had no right to dispose of the goods in any manner." Again, in the same fashion, footnote 1 of the Complaint states: "Equally clearly, BLI as an Exporter not having physical custody of the goods had no right to dispose of the goods in any manner."

The Petitioner in *LCL* argued that MSC's actions were unjust and unreasonable because MSC did nothing even after receiving instructions from the shipper to auction the cargo and obtained a letter of abandonment. In an effort to mirror the foregoing argument, the Complainant alleges that MOL's actions were unjust and unreasonable because "MOL did absolutely nothing when it had the power to re-export the cargo to Hong Kong." This allegation directly contradicts the advice MOL provided to the Complainant in its email of May 29, 2013, which stated: "It looks like we are unable to carry China/Hong Kong coastal cargo as we do not have the operation rights. Perhaps an alternate country? but otherwise would suggest to strip the cntr as soon as possible." See, Exhibit 8 to the Complaint.

Also in support of its contention that MSC's actions were unjust and unreasonable, the LCL Petition alleges that "[c]learly, a reasonable carrier would have understood that, as the only party with the ability to get rid of the cargo and reclaim its containers, it had a duty to pursue all avenues to accomplish that result, *particularly when there was a road map in the Indian Customs Act showing what MSC had to do. This is not a case where MSC tried and failed to obtain permission from Indian customs authorities to dispose of the cargo.* It never even made the effort" (emphasis added). Again, the Complainant attempts to adopt as its own the foregoing assertion by stating in its Complaint the following: "Clearly, a reasonable carrier would have understood that, as the only party with the ability to get rid of the cargo and reclaim its containers, it had a duty to pursue all avenues to accomplish that result, *particularly when there was a road map from the shipper showing what MOL had to do. This is not a case where MOL declined BLI request to transport cargo.* It never even made the effort it simply wanted its containers back" (emphasis added). In fact, no such "road map" was ever provided by the Complainant to MOL. Rather, the Complainant adopted a "hands-off" approach by claiming it lacked the authority to provide any letter of abandonment, or otherwise render any assistance to resolve the problem. These are broad, baseless assertions concocted simply as an effort to substitute the facts contained in the LCL Petition.

The Petitioner in *LCL* states: "Further, MSC cannot claim that it was unsure about whether the cargo had been abandoned by Bajaj Holographics and LCL. MSC was given written notice by both companies instructing it to 'auction the cargo' ... MSC admitted that Bajaj Holographics' instruction to auction the cargo was a letter of abandonment ... It refused, however, to treat the identical instruction from LCL in similar fashion ... This is clearly unreasonable. Either LCL was already responsible for the pending and additional charges as a party to the MSC bills of lading, in which case requiring LCL to sign MSC's standard letter of abandonment was meaningless, or LCL was not responsible for those charges, in which case requiring LCL to sign

the standard letter giving up its rights or face a demurrage claim for a quarter of a million dollars was extortionate.”

Once again, the Complaint adopts the same foregoing language as its own: “Further, MOL cannot claim that it was unsure about whether the cargo had been abandoned by Tianjin Shanhai Jiafu Commercial and BLI did not receive any request to abandon the cargo from MOL. This is clearly unreasonable. Either BLI was already responsible for the pending and additional charges as a party to the MOL’s bills of lading, in which case requiring BLI could have signed a standard letter of abandonment, or BLI was not responsible for those charges. By MOL simply requesting BLI to sign a standard letter giving up its rights or face a detention claims they engineered a claim for \$114,212.28 which was extortionate.” However, these allegations are inaccurate. The instant case is clearly distinguishable from that of *LCL*. Here, MOL was never instructed to auction or otherwise dispose of the cargo. Contrary to the Complainant’s statements, there is clear evidence MOL attempted to obtain a letter of abandonment from the Complainant in an effort to dispose of the cargo. Specifically, in response to this request, the Complainant, in its email to MOL on February 3, 2014, stated: “Please be advised that Bridgewater Landing sent the telex release and received confirmation as well. Therefore at that point Bridgewater Landing does not own the material and Bridgewater Landing CAN NOT give an abandonment letter for the material as it was sold and released to the consignee at that point” (emphasis in original). See MOL-032.

The Petitioner in *LCL* further alleges: “Finally, the unreasonableness of MSC’s practices in this case is highlighted by the enormous magnitude of the difference between the demurrage charges MSC is claiming from LCL and the value of the containers for which those charges are being claimed. MSC itself values its 40 foot high cube containers at \$5,400 each....” In the Complaint, the Complainant replicates the very same allegations word-for-word, without providing any factual basis to support the alleged value of the container. In addition, the Complainant conveniently fails to mention the fact that MOL lost use of the container for a period of years.

The Complainant copied the allegations contained in the LCL petition concerning the filed rate doctrine word-for-word, alleging that MOL failed to file the detention charges in question and instead improperly relied on “a local Chinese tariff,” which it does not identify. This is clearly inaccurate.

While copying sections of the LCL Petition alleging that demurrage charges in excess of MSC’s \$44 daily rate for the first detention period should be considered penal, the Complainant erroneously asserts in its own Complaint that it, too, was charged a \$44 daily rate by MOL. This is, of course, inaccurate.